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5 [Proposed] General Insolvency Counsel for
BENJAMIN SAEEDIAN
6 Debtor and Debtor In Possession

7
8 UNITED STATES BANKRUPTCY COURT

9 CENTRAL DISTRICT OF CALIFORNIA [LOS ANGELES DIVISION]
10

11 In re:) Case No. 2:18-bk-17217-NB
12 BENJAMIN SAEEDIAN,) Chapter 11
13)
14 Debtor.) DECLARATION OF BENJAMIN SAEEDIAN IN
15) SUPPORT OF "EMERGENCY MOTION IN
16) INDIVIDUAL CASE FOR ORDER IMPOSING A
17) STAY OR CONTINUING THE AUTOMATIC
18) STAY AS THE COURT DEEMS APPROPRIATE
19) (WITH SUPPORTING DECLARATIONS)"
20)
21) ["Emergency Motion In Individual Case For
22) Order Imposing A Stay Or Continuing The
23) Automatic Stay As The Court Deems
24) Appropriate (With Supporting
25) Declarations)," filed concurrently]
26)
27) Date: July 20, 2018
28) Time: 1:00 p.m.
Place: Courtroom 1545
Roybal Federal Building
United States Bankruptcy Court
255 East Temple Street
Los Angeles, California 90012

DECLARATION OF BENJAMIN SAEEDIAN

I, BENJAMIN SAEEDIAN, declare:

1. I am the chapter 11 debtor proceeding before the United States Bankruptcy Court for the Central District of California [Los Angeles Division], under *In re Benjamin Saeedian*, Case No. 2:18-bk-17217-NB, having filed a voluntary petition for reorganization under chapter 11 of the Bankruptcy Code on June 21, 2018 ("Petition Date").

2. Since the Petition Date, I have continued to operate as a debtor in possession.

Legal Description Of The Clark Drive Residence

3. I am, and as of the Petition Date was, the owner of that certain residential real property located at 252 South Clark Drive, Beverly Hills, California 90211 ("Clark Drive Residence"). A true and correct copy of the legal description of the Clark Drive Residence is attached as **Exhibit A** hereto.

Prior Chapter 13 Bankruptcy Case

4. On January 26, 2017, I caused to be filed a voluntary petition for rehabilitation under chapter 13 of the Bankruptcy Code entitled *In re Benjamin Saeedian*, Case No. 2:17-bk-10946-NB ("Prior Bankruptcy Case"), which case was dismissed at the continued chapter 13 plan confirmation hearing because my secured claims exceeded the allowed debt limit for a chapter 13 debtor. A true and correct copy of the Docket for the Prior Bankruptcy Case is attached as **Exhibit B** hereto. A true and correct copy of the "Order And Notice Of

Dismissal Arising From Chapter 13 Confirmation Hearing" ("Dismissal Order") entered on September 26, 2017, is attached as **Exhibit C** hereto.

Clark Drive Residence

5. It is my opinion that the fair market value of the Clark Drive Residence was approximately \$1,950,000.00 as of the Petition Date. The valuation is based on my personal knowledge of real estate values in the area immediately adjacent to the Clark Drive Residence. A true and correct copy of my "Schedule A/B: Property" is attached as **Exhibit D** hereto.

6. The Clark Drive Residence is encumbered by a first priority trust deed lien in favor of U.S. Bank N.A., successor trustee to Bank of America, NA, successor in interest to LaSalle Bank NA, as trustee, on behalf of the holders of the WaMu Mortgage PassThrough Certificates, Series 2006-AR13 ("U.S. Bank") in the estimated amount of \$1,668,101.04 as of the Petition Date. The subject loan is serviced by Select Portfolio Servicing, Inc. ("SPS"). A true and correct copy of the Mortgage Statement, dated May 15, 2018, received from SPS is attached as **Exhibit E** hereto. The Clark Drive Residence is not encumbered by any other liens.

7. I claim a homestead exemption in the Clark Drive Residence under California Code of Civil Procedure Section 704.730 of \$100,000.00. A true and correct copy of the "Schedule C: The Property You Claim As Exempt" is attached as **Exhibit F** hereto.

Ability To Reorganize Financial Affairs

8. The instant bankruptcy case was filed in good faith to

1 enable my family to retain the Clark Drive Residence and to
2 restructure the secured debt against the residence either through a
3 (a) loan modification program offered by U.S. Bank/SPS; or (b) plan
4 of reorganization. I, through my bankruptcy counsel, have already
5 engaged in preliminary settlement discussions with U.S. Bank/SPS in
6 an effort to modify the secured debt.

7 9. My spouse's income has increased since the commencement of
8 the Prior Bankruptcy Case, which, when coupled with my income and
9 the net sale proceeds from the sale of a commercial real property
10 owned by Rabenu Enterprises, LLC ("Rabenu"), a limited liability
11 company in which I have an ownership interest, should be sufficient
12 to fund my plan of reorganization. A true and correct copy of my
13 "Schedule I: Your Income" and "Schedule J: Your Expenses" are
14 jointly attached as **Exhibit G** hereto.

15 10. Rabenu Enterprises is the chapter 11 debtor and debtor in
16 possession currently proceeding before the United States Bankruptcy
17 Court for the Central District of California [Los Angeles Division]
18 under *In re Rabenu Enterprises*, Case No. 2:18-bk-14511-ER ("Rabenu
19 Bankruptcy Case").

20 11. Rabenu Enterprises is the owner of that certain commercial
21 real property, located at 757 Towne Avenue, Los Angeles, California
22 90021 ("Towne Avenue Property"). I believe the fair market value of
23 the Towne Avenue Property is not less than \$5 million. During
24 pendency of the Rabenu Bankruptcy Case, the Court issued an order
25 authorizing Rabenu Enterprises to obtain a new loan from The
26 Evergreen Advantage, LLC ("Evergreen") in the amount of \$3.6 million
27 and to use the refinance proceeds to satisfy all secured debts
28 against the Towne Avenue Property in full, except for the secured

1 claim of the third priority lienholder, Investment Management
2 Company, LLC ("IMC") in the amount of \$225,000.¹ A true and correct
3 copy of the "Order Granting 'Motion For Order Authorizing
4 Refinancing Of Secured Debt And Related Relief,'" issued by the
5 Court in the Rabenu Bankruptcy Case on May 22, 2018, is attached as
6 **Exhibit H** hereto.

7 12. I have been diligently working with real estate brokers to
8 list the Towne Avenue Property for sale. A true and correct copy of
9 the "Commercial And Residential Income Listing Agreement," dated
10 June 1, 2018, and the "Seller's Listing Agreement," dated July 1,
11 2018, are attached as **Exhibit I** and **Exhibit J**, respectfully. I
12 believe the Towne Avenue Property will generate in the range of \$1.2
13 to \$1.7 million in net sale proceeds, a portion of which sale
14 proceeds will be utilized to fund my plan of reorganization. I
15 believe that the portion of the net sale proceeds from the Towne
16 Avenue Property to which I would be entitled coupled with my
17 spouse's and my employment income should allowing me to successfully
18 reorganize my financial affairs.

19
20 14. I have personal knowledge of the facts stated herein,
21 except where stated on information and belief, and where so stated,
22 I am informed and believe that such facts are true and correct. If
23 called and sworn as a witness, I could and would competently testify
24 to the above.

25
26 ¹ Rabenu and IMC, however, entered into a subordination agreement, which
27 was approved by the Court, pursuant to which Rabenu Enterprises agreed that, upon
28 receipt of the agreed upon amount from the refinance proceeds, the remaining
balance would be paid to IMC according to the terms of the underlying promissory
note and the IMC's lien would be subordinated only to the Evergreen loan.

1 Executed this 17th day of July 2018, at Los Angeles, California.
2 I declare under penalty of perjury that the foregoing is true and
3 correct.


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6 BENJAMIN SAEEDIAN
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EXHIBIT A

Lot 111, of Tract No. 6380, in the City of Beverly Hills, County of Los Angeles, State of California, as per map recorded in Book 69 Pages 11 to 20 of maps, in the office of the County Recorder of said County.

Assessor's Parcel No: 4333-009-021

EXHIBIT B

**U.S. Bankruptcy Court
Central District of California (Los Angeles)
Bankruptcy Petition #: 2:17-bk-10946-NB**

Assigned to: Neil W. Bason
Chapter 13
Voluntary
Asset

Date filed: 01/26/2017
Date terminated: 12/14/2017
Debtor dismissed: 09/26/2017
341 meeting: 02/24/2017

Debtor disposition: Dismissed for Other Reason

Debtor

Benjamin Saeedian
252 South Clark Drive
Beverly Hills, CA 90211
LOS ANGELES-CA
SSN / ITIN: xxx-xx-4007
aw Paitano Inc.
aw YB Design Inc.

represented by **Eliza Ghanooni**

Eliza Ghanooni, Attorney at Law
1901 Avenue of the Stars
Suite 450
Los Angeles, CA 90067
213-444-3328
Fax : 800-584-1977
Email: eliza@ghanoonilaw.com

Trustee

Kathy A Dockery (TR)
801 Figueroa Street, Suite 1850
Los Angeles, CA 90017
(213) 996-4400

U.S. Trustee

United States Trustee (LA)
915 Wilshire Blvd, Suite 1850
Los Angeles, CA 90017
(213) 894-6811

Filing Date	#	Docket Text
01/26/2017	<u>1</u> (9 pgs; 2 docs)	Chapter 13 Voluntary Petition Individual . Fee Amount \$310 Filed by Benjamin Saeedian Summary of Assets and Liabilities (Form 106Sum or 206Sum) due 02/9/2017. Schedule A/B: Property (Form 106A/B or 206A/B) due 02/9/2017. Schedule C: The Property You Claim as Exempt (Form 106C) due 02/9/2017. Schedule D: Creditors Who Have Claims Secured by Property (Form 106D or 206D) due 02/9/2017. Schedule E/F: Creditors Who Have Unsecured Claims (Form 106E/F or 206E/F) due 02/9/2017. Schedule G: Executory Contracts and Unexpired Leases (Form 106G or 206G) due 02/9/2017. Schedule H: Your Codebtors (Form 106H or 206H) due 02/9/2017. Schedule I: Your Income (Form 106I) due 02/9/2017. Schedule J: Your Expenses (Form 106J) due 02/9/2017. Declaration About an Individual Debtors Schedules

		Form 106 Declaration Due 02/9/2017. Statement of Financial Affairs (Form 107 or 207) due 02/9/2017. Chapter 13 Plan (LBR F3015-1) due by 02/9/2017. Chapter 13 Statement of Your Current Monthly Income and Calculation of Commitment Period (Form 122C-1) Due: 02/9/2017. Statement of Related Cases (LBR Form F1015-2) due 02/9/2017. Disclosure of Compensation of Attorney for Debtor (Form 2030) due 02/9/2017. Declaration by Debtors as to Whether Income was Received from an Employer within 60-Days of the Petition Date (LBR Form F1002-1) due by 02/9/2017. Verification of Master Mailing List of Creditors (LBR Form F1007-1) due 02/9/2017. Incomplete Filings due by 02/9/2017. (Ghanooni, Eliza) WARNING: Also deficient for: Chapter 13 Calculation of Your Disposable Income (Form 122C-2) Due: 2/9/2017, and Certificate of Credit Counseling due 2/9/17 Modified on 1/26/2017 (Vandenstein, Nancy). (Entered: 01/26/2017)
01/26/2017	<u>3</u> (3 pgs)	Meeting of Creditors with 341(a) meeting to be held on 02/24/2017 at 11:00 AM at RM 1, 915 Wilshire Blvd., 10th Floor, , Los Angeles, CA 90017. Confirmation hearing to be held on 03/30/2017 at 09:30 AM at Crtrm 1545, 255 E Temple St., Los Angeles, CA 90012. Proof of Claim due by 05/25/2017. (Ghanooni, Eliza) (Entered: 01/26/2017)
01/26/2017	<u>2</u> (1 pg)	Notice of Dismissal of Case If Required Documents Are Not Filed Within 72 Hours (BNC) . (Vandenstein, Nancy) (Entered: 01/26/2017)
01/26/2017		Set Case Commencement Deficiency Deadlines (ccdn) (RE: related document(s) <u>1</u> Voluntary Petition (Chapter 13) filed by Debtor Benjamin Saeedian) Cert. of Credit Counseling due by 2/9/2017. (Vandenstein, Nancy) (Entered: 01/26/2017)
01/26/2017		Set Case Commencement Deficiency Deadlines (def/deforco) (RE: related document(s) <u>1</u> Voluntary Petition (Chapter 13) filed by Debtor Benjamin Saeedian) Chapter 13 Calculation of Your Disposable Income (Form 122C-2) Due: 2/9/2017. (Vandenstein, Nancy) (Entered: 01/26/2017)
01/26/2017	<u>4</u> (1 pg)	ORDER to comply with bankruptcy rule 1007/3015(b) and notice of intent to dismiss case (BNC) (RE: related document(s) <u>1</u> Voluntary Petition (Chapter 13) filed by Debtor Benjamin Saeedian) (Vandenstein, Nancy) (Entered: 01/26/2017)
01/26/2017	<u>5</u> (1 pg)	Electronic Filing Declaration (LBR Form F1002-1) Filed by Debtor Benjamin Saeedian. (Ghanooni, Eliza) (Entered: 01/26/2017)
01/26/2017		Receipt of Voluntary Petition (Chapter 13)(2:17-bk-10946) [misc,volp13] (310.00) Filing Fee. Receipt number 44112988.

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 Fee amount \$100.00 (ref Doc# 1) (U.S. Treasury) (Entered: 01/26/2017)

01/26/2017	<u>6</u>	Statement About Your Social Security Number (Official Form 121) Filed by Debtor Benjamin Saeedian. (Ghanooni, Eliza) (Entered: 01/26/2017)
01/26/2017	<u>7</u> (2 pgs)	Declaration by Debtor as to Whether Debtor(s) Received Income From an Employer Within 60 Days of Petition (LBR Form F1002-1) Filed by Debtor Benjamin Saeedian (RE: related document(s) <u>1</u> Voluntary Petition (Chapter 13)). (Ghanooni, Eliza) (Entered: 01/26/2017)
01/26/2017	<u>8</u> (1 pg)	Certificate of Credit Counseling Filed by Debtor Benjamin Saeedian (RE: related document(s) <u>1</u> Voluntary Petition (Chapter 13)). (Ghanooni, Eliza) (Entered: 01/26/2017)
01/26/2017	<u>9</u> (3 pgs)	Declaration RE Filing of Tax Returns and Payment of Domestic Support Obligations (Preconfirmation) Filed by Debtor Benjamin Saeedian. (Ghanooni, Eliza) (Entered: 01/26/2017)
01/28/2017	<u>10</u> (4 pgs)	BNC Certificate of Notice (RE: related document(s) <u>3</u> Meeting (AutoAssign Chapter 13)) No. of Notices: 5. Notice Date 01/28/2017. (Admin.) (Entered: 01/28/2017)
01/28/2017	<u>11</u> (2 pgs)	BNC Certificate of Notice (RE: related document(s) <u>1</u> Voluntary Petition (Chapter 13) filed by Debtor Benjamin Saeedian) No. of Notices: 1. Notice Date 01/28/2017. (Admin.) (Entered: 01/28/2017)
01/28/2017	<u>12</u> (2 pgs)	BNC Certificate of Notice (RE: related document(s) <u>4</u> ORDER to comply with bankruptcy rule 1007/3015(b) and notice of intent to dismiss case (Ch 7/13) (BNC)) No. of Notices: 1. Notice Date 01/28/2017. (Admin.) (Entered: 01/28/2017)
01/28/2017	<u>13</u> (2 pgs)	BNC Certificate of Notice (RE: related document(s) <u>2</u> Notice of Dismissal of Case If Required Documents Are Not Filed Within 72 Hours (VAN-197) (BNC)) No. of Notices: 2. Notice Date 01/28/2017. (Admin.) (Entered: 01/28/2017)
01/30/2017	<u>14</u> (1 pg)	Request for courtesy Notice of Electronic Filing (NEF) Filed by Fujimoto, Daniel. (Fujimoto, Daniel) (Entered: 01/30/2017)
02/09/2017	<u>15</u> (3 pgs)	Notice of Hearing Filed by. (Dockery (TR), Kathy) (Entered: 02/09/2017)
02/09/2017	<u>16</u> (14 pgs)	Debtor's notice of section 341(a) meeting and hearing on confirmation of chapter 13 plan with copy of chapter 13 plan Filed by Debtor Benjamin Saeedian. (Ghanooni, Eliza) (Entered: 02/09/2017)

<p>7/17/2018 Case 2:18-bk-17217-NB Doc 22 CM Filed 07/17/18 Entered 07/17/18 18:04:03 Desc</p> <p>02/09/2017</p>	<p>17 (10 pgs)</p>	<p>Main Document Chapter 13 Plan (LBR F3015-1) Filed by Debtor Benjamin Saeedian (RE: related document(s) 1 Chapter 13 Voluntary Petition Individual . Fee Amount \$310 Filed by Benjamin Saeedian Summary of Assets and Liabilities (Form 106Sum or 206Sum) due 02/9/2017. Schedule A/B: Property (Form 106A/B or 206A/B) due 02/9/2017. Schedule C: The Property You Claim as Exempt (Form 106C) due 02/9/2017. Schedule D: Creditors Who Have Claims Secured by Property (Form 106D or 206D) due 02/9/2017. Schedule E/F: Creditors Who Have Unsecured Claims (Form 106E/F or 206E/F) due 02/9/2017. Schedule G: Executory Contracts and Unexpired Leases (Form 106G or 206G) due 02/9/2017. Schedule H: Your Codebtors (Form 106H or 206H) due 02/9/2017. Schedule I: Your Income (Form 106I) due 02/9/2017. Schedule J: Your Expenses (Form 106J) due 02/9/2017. Declaration About an Individual Debtors Schedules (Form 106Dec) due 02/9/2017. Statement of Financial Affairs (Form 107 or 207) due 02/9/2017. Chapter 13 Plan (LBR F3015-1) due by 02/9/2017. Chapter 13 Statement of Your Current Monthly Income and Calculation of Commitment Period (Form 122C-1) Due: 02/9/2017. Statement of Related Cases (LBR Form F1015-2) due 02/9/2017. Disclosure of Compensation of Attorney for Debtor (Form 2030) due 02/9/2017. Declaration by Debtors as to Whether Income was Received from an Employer within 60-Days of the Petition Date (LBR Form F1002-1) due by 02/9/2017. Verification of Master Mailing List of Creditors (LBR Form F1007-1) due 02/9/2017. Incomplete Filings due by 02/9/2017. (Ghanooni, Eliza) WARNING: Also deficient for: Chapter 13 Calculation of Your Disposable Income (Form 122C-2) Due: 2/9/2017, and Certificate of Credit Counseling due 2/9/17 Modified on 1/26/2017.). (Ghanooni, Eliza) (Entered: 02/09/2017)</p>
<p>02/09/2017</p>	<p>18 (51 pgs)</p>	<p>Amendment to List of Creditors. Fee Amount \$31, Chapter 13 Calculation of Your Disposable Income (Official Form 122C-2) , Chapter 13 Statement of Your Current Monthly Income and Calculation of Commitment Period for 5 Years, Disposable Income Is Determined (Official Form 122C-1) , Disclosure of Compensation of Attorney for Debtor (Official Form 2030) , Schedule A/B Individual: Property (Official Form 106A/B or 206A/B) , Schedule C: The Property You Claimed as Exempt (Official Form 106C) , Schedule D Individual: Creditors Who Have Claims Secured by Property (Official Form 106D or 206D) , Schedule E (Official Form B6E) - Creditors Holding Unsecured Priority Claims , Schedule E/F Individual: Creditors Who Have Unsecured Claims (Official Form 106F or 206F) , Schedule G Individual: Executory Contracts and Unexpired Leases (Official Form 106G or 206G) , Schedule H Individual: Your Codebtors (Official Form 106H or 206H) , Schedule J: Your Expenses (Official Form 106J) , Statement of Financial Affairs for Individual Filing for Bankruptcy (Official Form 107 or 207) , Statement of Related Cases (LBR Form 1015-2.1) , Summary of Assets and Liabilities for Individual (Official Form 106Sum or 206Sum) , Verification of Master Mailing List of Creditors (LBR Form F1007-1) Filed by Debtor Benjamin</p>

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 Saeedian (RE: related document(s) 1 Voluntary Petition (Chapter 13)). (Ghanooni, Eliza) (Entered: 02/09/2017)

02/09/2017		Receipt of Amended List of Creditors (Fee)(2:17-bk-10946-NB) [misc,amdcm] (31.00) Filing Fee. Receipt number 44204107. Fee amount 31.00. (re: Doc# 18) (U.S. Treasury) (Entered: 02/09/2017)
02/09/2017	<u>19</u> (1 pg)	Electronic Filing Declaration (LBR Form F1002-1) Filed by Debtor Benjamin Saeedian. (Ghanooni, Eliza) (Entered: 02/09/2017)
02/17/2017	<u>20</u> (61 pgs)	Objection to Confirmation of Plan Filed by Creditor U.S. Bank NA, successor trustee to Bank of America, NA, successor in interest to LaSalle Bank NA, as trustee, on behalf of the holders of the WaMu Mortgage Pass-Through Certificates, Series 2006-AR13 (RE: related document(s) 17 Chapter 13 Plan (LBR F3015-1) Filed by Debtor Benjamin Saeedian (RE: related document(s) 1 Chapter 13 Voluntary Petition Individual . Fee Amount \$310 Filed by Benjamin Saeedian Summary of Assets and Liabilities (Form 106Sum or 206Sum) due 02/9/2017. Schedule A/B: Property (Form 106A/B or 206A/B) due 02/9/2017. Schedule C: The Property You Claim as Exempt (Form 106C) due 02/9/2017. Schedule D: Creditors Who Have Claims Secured by Property (Form 106D or 206D) due 02/9/2017. Schedule E/F: Creditors Who Have Unsecured Claims (Form 106E/F or 206E/F) due 02/9/2017. Schedule G: Executory Contracts and Unexpired Leases (Form 106G or 206G) due 02/9/2017. Schedule H: Your Codebtors (Form 106H or 206H) due 02/9/2017. Schedule I: Your Income (Form 106I) due 02/9/2017. Schedule J: Your Expenses (Form 106J) due 02/9/2017. Declaration About an Individual Debtors Schedules (Form 106Dec) due 02/9/2017. Statement of Financial Affairs (Form 107 or 207) due 02/9/2017. Chapter 13 Plan (LBR F3015-1) due by 02/9/2017. Chapter 13 Statement of Your Current Monthly Income and Calculation of Commitment Period (Form 122C-1) Due: 02/9/2017. Statement of Related Cases (LBR Form F1015-2) due 02/9/2017. Disclosure of Compensation of Attorney for Debtor (Form 2030) due 02/9/2017. Declaration by Debtors as to Whether Income was Received from an Employer within 60-Days of the Petition Date (LBR Form F1002-1) due by 02/9/2017. Verification of Master Mailing List of Creditors (LBR Form F1007-1) due 02/9/2017. Incomplete Filings due by 02/9/2017. (Ghanooni, Eliza) WARNING: Also deficient for: Chapter 13 Calculation of Your Disposable Income (Form 122C-2) Due: 2/9/2017, and Certificate of Credit Counseling due 2/9/17 Modified on 1/26/2017.).). (Castle, Caren) (Entered: 02/17/2017)
03/01/2017	<u>21</u> (1 pg)	Notice of Hearing Filed by. (Dockery (TR), Kathy) (Entered: 03/01/2017)
03/01/2017	<u>22</u>	Objection to Confirmation of Chapter 13 Plan . (Dockery (TR),

	(7 pgs)	Notice of Hearing <i>Amended Notice of Confirmation Hearing</i> Filed by Debtor Benjamin Saeedian. (Ghanooni, Eliza) (Entered: 03/07/2017)
03/07/2017	<u>23</u> (3 pgs)	
03/20/2017	<u>24</u> (7 pgs)	Motion to Commence Loan Modification Management Program (LMM) Filed by Debtor Benjamin Saeedian (Ghanooni, Eliza) (Entered: 03/20/2017)
03/20/2017	<u>25</u> (10 pgs)	Notice of Opportunity To Request a Hearing On Motion (LBR 9013-1(o)) Filed by Debtor Benjamin Saeedian (RE: related document(s) <u>24</u> Motion to Commence Loan Modification Management Program (LMM) Filed by Debtor Benjamin Saeedian). (Ghanooni, Eliza) (Entered: 03/20/2017)
04/05/2017	<u>26</u> (10 pgs)	Declaration That No Party Requested a Hearing on Motion (LBR 9013-1(o)(3)) Filed by Debtor Benjamin Saeedian (RE: related document(s) <u>24</u> Motion to Commence Loan Modification Management Program (LMM)). (Ghanooni, Eliza) (Entered: 04/05/2017)
04/06/2017	<u>27</u> (3 pgs)	Order Granting Motion to Commence Loan Modification Management Prg (LMM) (BNC-PDF) (RE: Related Doc # <u>24</u>) Signed on 4/6/2017 (Francis, Dawnette) (Entered: 04/06/2017)
04/08/2017	<u>28</u> (4 pgs)	BNC Certificate of Notice - PDF Document. (RE: related document(s) <u>27</u> Order on Motion to Commence Loan Modification Management Prg (LMM) (BNC-PDF)) No. of Notices: 1. Notice Date 04/08/2017. (Admin.) (Entered: 04/08/2017)
04/12/2017	<u>29</u> (3 pgs)	Notice of Requirement to Complete Course in Financial Management (Auto VAN-105) (BNC). (AutoDocket, User) (Entered: 04/12/2017)
04/15/2017	<u>30</u> (4 pgs)	BNC Certificate of Notice (RE: related document(s) <u>29</u> Notice of Requirement to Complete Course in Financial Management (Auto VAN-105) (BNC)) No. of Notices: 1. Notice Date 04/15/2017. (Admin.) (Entered: 04/15/2017)
06/06/2017	<u>31</u> (10 pgs)	Status report <i>re. Loan Modification</i> Filed by Debtor Benjamin Saeedian (RE: related document(s) <u>27</u> Order on Motion to Commence Loan Modification Management Prg (LMM) (BNC-PDF)). (Ghanooni, Eliza) (Entered: 06/06/2017)
06/06/2017	<u>32</u> (1 pg)	Notice of Hearing Filed by. (Dockery (TR), Kathy) (Entered: 06/06/2017)
07/25/2017	<u>33</u> (18 pgs)	Motion to Extend Loan Modification Management Program Period (LMM) Filed by Debtor Benjamin Saeedian (Ghanooni, Eliza) (Entered: 07/25/2017)

07/28/2017	<u>34</u> (2 pgs)	Order regarding Motion to Extend Loan Modification Management Prg Period (LMM) (BNC-PDF) (RE: Related Doc <u>33</u>) Signed on 7/28/2017 (Sumlin, Sharon E.) (Entered: 07/28/2017)
07/28/2017	<u>35</u> (3 pgs)	Notice of Hearing Filed by. (Dockery (TR), Kathy) (Entered: 07/28/2017)
07/30/2017	<u>36</u> (3 pgs)	BNC Certificate of Notice - PDF Document. (RE: related document(s) <u>34</u> Order on Motion to Extend Loan Modification Management Prg Period (LMM) (BNC-PDF)) No. of Notices: 1. Notice Date 07/30/2017. (Admin.) (Entered: 07/30/2017)
09/20/2017	<u>37</u> (7 pgs)	Stipulation By Benjamin Saeedian and Filed by Debtor Benjamin Saeedian (Ghanooni, Eliza) (Entered: 09/20/2017)
09/26/2017	<u>38</u> (1 pg)	ORDER and Notice of dismissal arising from chapter 13 confirmation hearing - Debtor Dismissed. (BNC) (RE: related document(s) <u>3</u> Meeting (AutoAssign Chapter 13), <u>23</u> Notice of Hearing filed by Debtor Benjamin Saeedian) (Sumlin, Sharon E.) (Entered: 09/26/2017)
09/28/2017	<u>39</u> (2 pgs)	BNC Certificate of Notice (RE: related document(s) <u>38</u> ORDER and Notice of Dismissal arising from Ch 13 Conf. Hrg. (BNC)) No. of Notices: 6. Notice Date 09/28/2017. (Admin.) (Entered: 09/28/2017)
10/17/2017	<u>40</u> (1 pg)	Order on Application for Supplemental Fees (Ch 13) in the amount of \$6,230.00 (BNC-PDF) Signed on 10/17/2017 (RE: related document(s) <u>37</u> Stipulation filed by Debtor Benjamin Saeedian). (Sumlin, Sharon E.) (Entered: 10/17/2017)
10/19/2017	<u>41</u> (2 pgs)	BNC Certificate of Notice - PDF Document. (RE: related document(s) <u>40</u> Order on Application for Supplemental Fees (Ch 13) (BNC-PDF)) No. of Notices: 1. Notice Date 10/19/2017. (Admin.) (Entered: 10/19/2017)
10/24/2017	<u>42</u> (5 pgs)	Notice of Intent to File Trustees Final Report and Account - Chapter 13 Dismissed/Converted . (Dockery (TR), Kathy) (Entered: 10/24/2017)
12/04/2017	<u>43</u> (1 pg)	Declaration re: non-receipt of obj to trustee's final report (Dismissed/Converted Chapter 13 Cases) Filed by. (Dockery (TR), Kathy) (Entered: 12/04/2017)
12/08/2017	<u>44</u> (3 pgs)	Chapter 13 Trustee's Final Report and Account . (Dockery (TR), Kathy) (Entered: 12/08/2017)
12/08/2017	<u>45</u> (1 pg)	Proof of service Filed by (RE: related document(s) <u>44</u> Chapter 13 Trustee's Final Report and Account (batch)). (Dockery (TR),

12/14/2017	46	Bankruptcy Case Closed - DISMISSED. An Order dismissing this case was entered and notice was provided to parties in interest. Since it appears that no further matters are required and that this case remain open, or that the jurisdiction of this Court continue, it is ordered that the Trustee is discharged, bond is exonerated, and the case is closed. (Vandenstein, Nancy) (Entered: 12/14/2017)
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PACER Service Center			
Transaction Receipt			
07/17/2018 14:43:30			
PACER Login:	raver109577:2668010:0	Client Code:	
Description:	Docket Report	Search Criteria:	2:17-bk-10946-NB Fil or Ent: filed From: 4/18/2013 To: 7/17/2018 Doc From: 0 Doc To: 99999999 Term: included Format: html Page counts for documents: included
Billable Pages:	5	Cost:	0.50

EXHIBIT C

**United States Bankruptcy Court
Central District of California**

255 East Temple Street, Los Angeles, CA 90012

**ORDER AND NOTICE OF DISMISSAL
ARISING FROM CHAPTER 13 CONFIRMATION HEARING**

DEBTOR INFORMATION:

Benjamin Saeedian
aw Paitano Inc., aw YB Design Inc.

BANKRUPTCY NO. 2:17-bk-10946-NB

CHAPTER 13

Last four digits of Social-Security or Individual Taxpayer-Identification (ITIN) No(s). (if any): xxx-xx-4007
Employer Tax-Identification (EIN) No(s).(if any): N/A
Debtor Dismissal Date: 9/26/17

Address:

252 South Clark Drive
Beverly Hills, CA 90211

Pursuant to the court's findings and conclusions made at the confirmation hearing in this case,
IT IS ORDERED THAT:

- (1) debtor's bankruptcy case is dismissed; and
- (2) the court retain jurisdiction on all issues involving sanctions, any bar against being a debtor in bankruptcy, all issues arising under Bankruptcy Code §§ 105, 109(g), 110, 329, 349, and 362, and to any additional extent provided by law.

Dated: September 26, 2017

BY THE COURT,

Kathleen J. Campbell
Clerk of Court

EXHIBIT D

Fill in this information to identify your case and this filing:

Debtor 1 Benjamin Saeedian
 First Name Middle Name Last Name

Debtor 2
 (Spouse, if filing) First Name Middle Name Last Name

United States Bankruptcy Court for the: CENTRAL DISTRICT OF CALIFORNIA

Case number 2:18-bk-17217-NB

☐ Check if this is an amended filing

Official Form 106A/B

Schedule A/B: Property

12/15

In each category, separately list and describe items. List an asset only once. If an asset fits in more than one category, list the asset in the category where you think it fits best. Be as complete and accurate as possible. If two married people are filing together, both are equally responsible for supplying correct information. If more space is needed, attach a separate sheet to this form. On the top of any additional pages, write your name and case number (if known). Answer every question.

Part 1: Describe Each Residence, Building, Land, or Other Real Estate You Own or Have an Interest in

1. Do you own or have any legal or equitable interest in any residence, building, land, or similar property?

- ☐ No. Go to Part 2.
- ☒ Yes. Where is the property?

1.1

252 South Clark Drive

Street address, if available, or other description

Beverly Hills CA 90211-0000
 City State ZIP Code

Los Angeles
 County

What is the property? Check all that apply

- ☒ Single-family home
- ☐ Duplex or multi-unit building
- ☐ Condominium or cooperative
- ☐ Manufactured or mobile home
- ☐ Land
- ☐ Investment property
- ☐ Timeshare
- ☐ Other _____

Who has an interest in the property? Check one

- ☒ Debtor 1 only
- ☐ Debtor 2 only
- ☐ Debtor 1 and Debtor 2 only
- ☐ At least one of the debtors and another _____

Other information you wish to add about this item, such as local property identification number:

Do not deduct secured claims or exemptions. Put the amount of any secured claims on Schedule D: Creditors Who Have Claims Secured by Property.

Current value of the entire property?
\$1,950,000.00Current value of the portion you own?
\$1,950,000.00

Describe the nature of your ownership interest (such as fee simple, tenancy by the entireties, or a life estate), if known.

☐ Check if this is community property (see instructions)

2. Add the dollar value of the portion you own for all of your entries from Part 1, including any entries for pages you have attached for Part 1. Write that number here.....=>

\$1,950,000.00

Part 2: Describe Your Vehicles

Do you own, lease, or have legal or equitable interest in any vehicles, whether they are registered or not? Include any vehicles you own that someone else drives. If you lease a vehicle, also report it on Schedule G: Executory Contracts and Unexpired Leases.

Debtor 1 Benjamin Saeedian

3. Cars, vans, trucks, tractors, sport utility vehicles, motorcycles

- ☐ No
☒ Yes

3.1 Make: Lexus
 Model: RX 300
 Year: 2001
 Approximate mileage: 115,000
 Other information:

Who has an interest in the property? Check one

- ☒ Debtor 1 only
☐ Debtor 2 only
☐ Debtor 1 and Debtor 2 only
☐ At least one of the debtors and another
☐ Check If this is community property
 (see instructions)

Do not deduct secured claims or exemptions. Put the amount of any secured claims on Schedule D: Creditors Who Have Claims Secured by Property.

Current value of the entire property?

Current value of the portion you own?

\$3,000.00\$3,000.004. Watercraft, aircraft, motor homes, ATVs and other recreational vehicles, other vehicles, and accessories
Examples: Boats, trailers, motors, personal watercraft, fishing vessels, snowmobiles, motorcycle accessories

- ☒ No
☐ Yes

5 Add the dollar value of the portion you own for all of your entries from Part 2, including any entries for pages you have attached for Part 2. Write that number here.....=>

\$3,000.00

Part 3: Describe Your Personal and Household Items

Do you own or have any legal or equitable interest in any of the following items?

Current value of the portion you own?
Do not deduct secured claims or exemptions.

6. Household goods and furnishings

Examples: Major appliances, furniture, linens, china, kitchenware

- ☐ No
☒ Yes. Describe.....

Household goods and furnishings\$3,000.00

7. Electronics

Examples: Televisions and radios; audio, video, stereo, and digital equipment; computers, printers, scanners; music collections; electronic devices including cell phones, cameras, media players, games

- ☒ No
☐ Yes. Describe.....

8. Collectibles of value

Examples: Antiques and figurines; paintings, prints, or other artwork; books, pictures, or other art objects; stamp, coin, or baseball card collections; other collections, memorabilia, collectibles

- ☒ No
☐ Yes. Describe.....

9. Equipment for sports and hobbies

Examples: Sports, photographic, exercise, and other hobby equipment; bicycles, pool tables, golf clubs, skis; canoes and kayaks; carpentry tools; musical instruments

- ☒ No
☐ Yes. Describe.....

10. Firearms

Examples: Pistols, rifles, shotguns, ammunition, and related equipment

- ☒ No
☐ Yes. Describe.....

Debtor 1 Benjamin SaeedianCase number (if known) 2:18-bk-17217-NB

11. Clothes

Examples: Everyday clothes, furs, leather coats, designer wear, shoes, accessories

☒ No☐ Yes. Describe.....

12. Jewelry

Examples: Everyday jewelry, costume jewelry, engagement rings, wedding rings, heirloom jewelry, watches, gems, gold, silver

☐ No☒ Yes. Describe.....Wedding bands\$2,000.00

13. Non-farm animals

Examples: Dogs, cats, birds, horses

☒ No☐ Yes. Describe.....

14. Any other personal and household items you did not already list, including any health aids you did not list

☒ No☐ Yes. Give specific information.....

15. Add the dollar value of all of your entries from Part 3, including any entries for pages you have attached for Part 3. Write that number here

\$5,000.00**Part 4: Describe Your Financial Assets**

Do you own or have any legal or equitable interest in any of the following?

Current value of the
portion you own?
Do not deduct secured
claims or exemptions.

16. Cash

Examples: Money you have in your wallet, in your home, in a safe deposit box, and on hand when you file your petition

☐ No☒ Yes.....Cash on hand\$100.00

17. Deposits of money

Examples: Checking, savings, or other financial accounts; certificates of deposit; shares in credit unions, brokerage houses, and other similar institutions. If you have multiple accounts with the same institution, list each.

☐ No☒ Yes.....

Institution name:

Bank of Hope
San Pedro Mart Branch\$89.6717.1. Checking account

18. Bonds, mutual funds, or publicly traded stocks

Examples: Bond funds, investment accounts with brokerage firms, money market accounts

☒ No☐ Yes.....

Institution or issuer name:

19. Non-publicly traded stock and interests in incorporated and unincorporated businesses, including an interest in an LLC, partnership, and joint venture

☐ No☒ Yes. Give specific information about them.....

Name of entity:

% of ownership:

Paitano, Inc.
previously was in the business of importing and
selling men's clothing. No sale value.10 %\$0.00

Debtor 1 Benjamin SaeedianCase number (if known) 2:18-bk-17217-NB

YB Design, Inc.
engaged in the business of domestic men's
clothing manufacturing. No sale value.

10 %

\$0.00

Rabenu Enterprises, LLC
Holding company. Currently in chapter 11.

10 %

\$5,000.00

20. Government and corporate bonds and other negotiable and non-negotiable instruments
Negotiable instruments include personal checks, cashiers' checks, promissory notes, and money orders.
Non-negotiable instruments are those you cannot transfer to someone by signing or delivering them.

☒ No☐ Yes. Give specific information about them

Issuer name:

21. Retirement or pension accounts
Examples: Interests in IRA, ERISA, Keogh, 401(k), 403(b), thrift savings accounts, or other pension or profit-sharing plans

☒ No☐ Yes. List each account separately.

Type of account:

Institution name:

22. Security deposits and prepayments
Your share of all unused deposits you have made so that you may continue service or use from a company
Examples: Agreements with landlords, prepaid rent, public utilities (electric, gas, water), telecommunications companies, or others

☒ No☐ Yes.

Institution name or individual:

23. Annuities (A contract for a periodic payment of money to you, either for life or for a number of years)

☒ No☐ Yes.....

Issuer name and description.

24. Interests in an education IRA, in an account in a qualified ABLE program, or under a qualified state tuition program.
26 U.S.C. §§ 530(b)(1), 529A(b), and 529(b)(1).

☒ No☐ Yes.....

Institution name and description. Separately file the records of any interests. 11 U.S.C. § 521(c):

25. Trusts, equitable or future interests in property (other than anything listed in line 1), and rights or powers exercisable for your benefit

☒ No☐ Yes. Give specific information about them...

26. Patents, copyrights, trademarks, trade secrets, and other intellectual property
Examples: Internet domain names, websites, proceeds from royalties and licensing agreements

☒ No☐ Yes. Give specific information about them...

27. Licenses, franchises, and other general intangibles
Examples: Building permits, exclusive licenses, cooperative association holdings, liquor licenses, professional licenses

☒ No☐ Yes. Give specific information about them...

Money or property owed to you?

Current value of the
portion you own?
Do not deduct secured
claims or exemptions.

28. Tax refunds owed to you

☒ No☐ Yes. Give specific information about them, including whether you already filed the returns and the tax years.....

29. Family support
Examples: Past due or lump sum alimony, spousal support, child support, maintenance, divorce settlement, property settlement

☒ No

Official Form 106A/B

Schedule A/B: Property

page 4

Best Case Bankruptcy

Debtor 1 Benjamin SaeedianCase number (if known) 2:18-bk-17217-NB☐ Yes. Give specific information.....

30. Other amounts someone owes you

Examples: Unpaid wages, disability insurance payments, disability benefits, sick pay, vacation pay, workers' compensation, Social Security benefits; unpaid loans you made to someone else

☐ No☒ Yes. Give specific information..

Unpaid wages totaling \$15,000.00
 Management fees of \$2,500.00 per month for period of
 January 2018 through June 2018

\$0.00

31. Interests in insurance policies

Examples: Health, disability, or life insurance; health savings account (HSA); credit, homeowner's, or renter's insurance

☒ No☐ Yes. Name the insurance company of each policy and list its value.

Company name:

Beneficiary:

Surrender or refund
value:

32. Any interest in property that is due you from someone who has died

If you are the beneficiary of a living trust, expect proceeds from a life insurance policy, or are currently entitled to receive property because someone has died.

☒ No☐ Yes. Give specific information..

33. Claims against third parties, whether or not you have filed a lawsuit or made a demand for payment

Examples: Accidents, employment disputes, insurance claims, or rights to sue

☒ No☐ Yes. Describe each claim.....

34. Other contingent and unliquidated claims of every nature, including counterclaims of the debtor and rights to set off claims

☒ No☐ Yes. Describe each claim.....

35. Any financial assets you did not already list

☒ No☐ Yes. Give specific information..

36. Add the dollar value of all of your entries from Part 4, including any entries for pages you have attached for Part 4. Write that number here.....

\$5,189.67

Part 5: Describe Any Business-Related Property You Own or Have an Interest In. List any real estate in Part 1.

37. Do you own or have any legal or equitable interest in any business-related property?

☒ No. Go to Part 6.☐ Yes. Go to line 38.**Part 6: Describe Any Farm- and Commercial Fishing-Related Property You Own or Have an Interest In.**
If you own or have an interest in farmland, list it in Part 1.

46. Do you own or have any legal or equitable interest in any farm- or commercial fishing-related property?

☒ No. Go to Part 7.☐ Yes. Go to line 47.**Part 7: Describe All Property You Own or Have an Interest In That You Did Not List Above**

Debtor 1 Benjamin SaeedianCase number (if known) 2:18-bk-17217-NB

53. Do you have other property of any kind you did not already list?
 Examples: Season tickets, country club membership

☒ No☐ Yes. Give specific information.....

54. Add the dollar value of all of your entries from Part 7. Write that number here

\$0.00**Part 8:** List the Totals of Each Part of this Form\$1,950,000.00

55. Part 1: Total real estate, line 2

\$3,000.00

56. Part 2: Total vehicles, line 5

\$5,000.00

57. Part 3: Total personal and household items, line 15

\$5,189.67

58. Part 4: Total financial assets, line 36

\$0.00

59. Part 5: Total business-related property, line 45

\$0.00

60. Part 6: Total farm- and fishing-related property, line 52

\$0.00

61. Part 7: Total other property not listed, line 54

+ \$0.00

62. Total personal property. Add lines 56 through 61...

\$13,189.67

Copy personal property total

\$13,189.67

63. Total of all property on Schedule A/B. Add line 55 + line 62

\$1,963,189.67

EXHIBIT E

Customer Service: (800) 258-8602
 Monday - Thursday 8:00AM - 11:00PM ET
 Friday 8:00AM - 9:00PM ET
 Saturday 8:00AM - 2:00PM ET

For other important information, see reverse side

Benjamin Saeedian
 252 S Clark Dr
 Beverly Hls, CA 90211

2105



Account Information

Interest Bearing Principal	\$1,437,631.94
Deferred Principal	\$46,500.00
Outstanding Principal	\$1,484,131.94
Interest Rate (Until September 2018)	2.000%
Prepayment Penalty	No

Account Number 0015381650
 Property Address 252 S CLARK DR
 BEVERLY HILLS CA 90211

Loan Due Date 03/01/2014 ⁴
 Payment Due Date 06/01/2018
 Amount Due \$246,731.06

If payment is received after 06/16/2018, \$219.19 late fee will be charged.
 Amount Due is as of 05/15/2018

Explanation of Amount Due

This account has been accelerated, which means all outstanding amounts are due. The accelerated amount as of 05/15/2018 is \$1,668,101.04¹.

As of 05/15/2018, SPS will accept the amount below to reinstate this account.

Current Payment Due	\$5,693.37
Unpaid Late Charges	\$0.00
Other Charges and Fees	\$1,357.86
Past Due Payment(s)	\$242,679.83
Unapplied Payment(s) ³	\$3,000.00
Amount to Reinstate Account	\$246,731.06

Transaction Activity (04/13/2018 to 05/15/2018)

Date	Description	Principal Balance	Interest	Taxes & Insurance	Late Charges	Unapplied Balance	Other Fees	Expenses Pd by Servicer	Total ¹
04/13	BEG BALANCE	\$1,484,131.94	\$117,857.43	\$98,687.06	\$0.00	(\$3,000.00)	\$0.00	\$1,263.18	\$1,668,939.61
05/10	FC COSTS	0.00	0.00	0.00	0.00	0.00	0.00	94.68	94.68
05/15	ENDING BALANCE	\$1,484,131.94	\$117,857.43	\$98,687.06	\$0.00	(\$3,000.00)	\$0.00	\$1,357.86	\$1,667,034.29

Past Payments Breakdown

	Paid Last Month	Paid Year To Date
Principal	\$0.00	\$0.00
Interest	\$0.00	\$0.00
Escrow (Taxes and Insurance)	\$0.00	\$0.00
Fees and Other Charges	\$0.00	\$0.00
Partial Payment (Unapplied)	\$0.00	
Total	\$0.00	\$0.00
Total Unapplied Balance	\$3,000.00 ³	

Delinquency Notice

You are late on your mortgage payments. Failure to bring your loan current may result in fees and foreclosure -- the loss of your home.

As of May 15, 2018, you are 1,536 days delinquent on your mortgage loan.

- * Payment due 05/2018: Unpaid payment of \$5,693.37.
- * Payment due 04/2018: Unpaid payment of \$5,693.37.
- * Payment due 03/2018: Unpaid payment of \$5,561.41.
- * Payment due 02/2018: Unpaid payment of \$5,561.41.
- * Payment due 01/2018: Unpaid payment of \$5,561.41.
- * Payment due 12/2017: Unpaid payment of \$5,561.41.

Total: \$246,731.06 due. You must pay this amount to bring your loan current.

SPS has completed the first notice or filing required to start a foreclosure.

If You Are Experiencing Financial Difficulty: See the back for information about mortgage counseling or assistance. Also, there are a number of options available to assist customers who are experiencing difficulty with their payments. Please contact us immediately to discuss these options, arrange a reinstatement or address any questions regarding the statement at (888) 818-6032.

Important Messages

¹ This amount is not a payoff quote. If you want a payoff quote, please see instructions on reverse side.

³ Partial payments or overpayments are treated as unapplied funds until we receive enough for a full principal and interest payment at which time we will credit your account for the principal and interest payment

Any transactions that occurred after the statement date noted above will be reflected on your next statement.

This is an attempt to collect a debt. All information obtained will be used for that purpose.

We have paid Taxes and/ or Insurance on your behalf and you are responsible to reimburse us for these amounts plus interest which may be billed at the note rate.

EXHIBIT F

Fill in this information to identify your case:

Debtor 1	Benjamin Saeedian		
	First Name	Middle Name	Last Name
Debtor 2 (Spouse if, filing)			
	First Name	Middle Name	Last Name
United States Bankruptcy Court for the:	CENTRAL DISTRICT OF CALIFORNIA		
Case number (if known)	2:18-bk-17217-NB		

☐ Check if this is an amended filing

Official Form 106C

Schedule C: The Property You Claim as Exempt

4/16

Be as complete and accurate as possible. If two married people are filing together, both are equally responsible for supplying correct information. Using the property you listed on *Schedule A/B: Property* (Official Form 106A/B) as your source, list the property that you claim as exempt. If more space is needed, fill out and attach to this page as many copies of *Part 2: Additional Page* as necessary. On the top of any additional pages, write your name and case number (if known).

For each item of property you claim as exempt, you must specify the amount of the exemption you claim. One way of doing so is to state a specific dollar amount as exempt. Alternatively, you may claim the full fair market value of the property being exempted up to the amount of any applicable statutory limit. Some exemptions—such as those for health aids, rights to receive certain benefits, and tax-exempt retirement funds—may be unlimited in dollar amount. However, if you claim an exemption of 100% of fair market value under a law that limits the exemption to a particular dollar amount and the value of the property is determined to exceed that amount, your exemption would be limited to the applicable statutory amount.

Part 1: Identify the Property You Claim as Exempt

1. Which set of exemptions are you claiming? Check one only, even if your spouse is filing with you.

☒ You are claiming state and federal nonbankruptcy exemptions. 11 U.S.C. § 522(b)(3)

☐ You are claiming federal exemptions. 11 U.S.C. § 522(b)(2)

2. For any property you list on *Schedule A/B* that you claim as exempt, fill in the information below.

Brief description of the property and line on <i>Schedule A/B</i> that lists this property	Current value of the portion you own Copy the value from <i>Schedule A/B</i>	Amount of the exemption you claim Check only one box for each exemption.	Specific laws that allow exemption
252 South Clark Drive Beverly Hills, CA 90211 Los Angeles County Line from <i>Schedule A/B</i> : 1.1	\$1,950,000.00	<input checked="" type="checkbox"/> \$100,000.00 <input type="checkbox"/> 100% of fair market value, up to any applicable statutory limit	C.C.P. § 704.730
2001 Lexus RX 300 115,000 miles Line from <i>Schedule A/B</i> : 3.1	\$3,000.00	<input checked="" type="checkbox"/> \$3,000.00 <input type="checkbox"/> 100% of fair market value, up to any applicable statutory limit	C.C.P. § 704.010
Household goods and furnishings Line from <i>Schedule A/B</i> : 6.1	\$3,000.00	<input checked="" type="checkbox"/> \$3,000.00 <input type="checkbox"/> 100% of fair market value, up to any applicable statutory limit	C.C.P. § 704.020
Wedding bands Line from <i>Schedule A/B</i> : 12.1	\$2,000.00	<input checked="" type="checkbox"/> \$2,000.00 <input type="checkbox"/> 100% of fair market value, up to any applicable statutory limit	C.C.P. § 704.040
Cash on hand Line from <i>Schedule A/B</i> : 16.1	\$100.00	<input checked="" type="checkbox"/> \$100.00 <input type="checkbox"/> 100% of fair market value, up to any applicable statutory limit	C.C.P. § 704.070

Debtor 1 **Benjamin Saeedian**

Case number (if known)

2:18-bk-17217-NBBrief description of the property and line on
Schedule A/B that lists this propertyCurrent value of the
portion you ownCopy the value from
Schedule A/B

Amount of the exemption you claim

Check only one box for each exemption.

Specific laws that allow exemption

Checking account: Bank of Hope
San Pedro Mart Branch
Line from Schedule A/B: 17.1**\$89.67****\$89.67****C.C.P. § 704.070**100% of fair market value, up to
any applicable statutory limit

3. Are you claiming a homestead exemption of more than \$160,375?
(Subject to adjustment on 4/01/19 and every 3 years after that for cases filed on or after the date of adjustment.)

☒ No

- ☐ Yes. Did you acquire the property covered by the exemption within 1,215 days before you filed this case?

☐ No☐ Yes

EXHIBIT G

Fill in this information to identify your case:

Debtor 1 Benjamin Saeedian

Debtor 2 _____
(Spouse, if filing)

United States Bankruptcy Court for the: CENTRAL DISTRICT OF CALIFORNIA

Case number 2:18-bk-17217-NB
(if known)

Check if this is:

- ☐ An amended filing
- ☐ A supplement showing postpetition chapter 13 income as of the following date:

MM / DD / YYYY

12/15

Official Form 106I

Schedule I: Your Income

Be as complete and accurate as possible. If two married people are filing together (Debtor 1 and Debtor 2), both are equally responsible for supplying correct information. If you are married and not filing jointly, and your spouse is living with you, include information about your spouse. If you are separated and your spouse is not filing with you, do not include information about your spouse. If more space is needed, attach a separate sheet to this form. On the top of any additional pages, write your name and case number (if known). Answer every question.

Part 1: Describe Employment

1. Fill in your employment information.		Debtor 1	Debtor 2 or non-filing spouse
If you have more than one job, attach a separate page with information about additional employers.	Employment status	<input checked="" type="checkbox"/> Employed <input type="checkbox"/> Not employed	<input checked="" type="checkbox"/> Employed <input type="checkbox"/> Not employed
	Occupation	<u>Self-employed</u>	<u>Teacher Assistant</u>
Include part-time, seasonal, or self-employed work.	Employer's name	<u>YB Design, Inc.</u>	<u>Netaneli Hebrew Academy</u>
	Employer's address	<u>757 Towne Avenue Los Angeles, CA 90021</u>	<u>430 South Wetherly Drive Beverly Hills, CA 90211</u>
Occupation may include student or homemaker, if it applies.	How long employed there?	<u>1 year and 10 months</u>	<u>3 years and 3 months</u>

Part 2: Give Details About Monthly Income

Estimate monthly income as of the date you file this form. If you have nothing to report for any line, write \$0 in the space. Include your non-filing spouse unless you are separated.

If you or your non-filing spouse have more than one employer, combine the information for all employers for that person on the lines below. If you need more space, attach a separate sheet to this form.

	For Debtor 1	For Debtor 2 or non-filing spouse
2. List monthly gross wages, salary, and commissions (before all payroll deductions). If not paid monthly, calculate what the monthly wage would be.	\$ <u>4,000.00</u>	\$ <u>1,800.00</u>
3. Estimate and list monthly overtime pay.	+\$ <u>0.00</u>	+\$ <u>0.00</u>
4. Calculate gross income. Add line 2 + line 3.	\$ <u>4,000.00</u>	\$ <u>1,800.00</u>

Debtor 1 Benjamin Saeedian

Case number (if known) 2:18-bk-17217-NB

	For Debtor 1	For Debtor 2 or non-filing spouse
4. Copy line 4 here	\$ 4,000.00	\$ 1,800.00
5. List all payroll deductions:		
5a. Tax, Medicare, and Social Security deductions	\$ 0.00	\$ 100.00
5b. Mandatory contributions for retirement plans	\$ 0.00	\$ 0.00
5c. Voluntary contributions for retirement plans	\$ 0.00	\$ 0.00
5d. Required repayments of retirement fund loans	\$ 0.00	\$ 0.00
5e. Insurance	\$ 0.00	\$ 0.00
5f. Domestic support obligations	\$ 0.00	\$ 0.00
5g. Union dues	\$ 0.00	\$ 0.00
5h. Other deductions. Specify:	\$ 0.00 +	\$ 0.00
6. Add the payroll deductions. Add lines 5a+5b+5c+5d+5e+5f+5g+5h.	\$ 0.00	\$ 100.00
7. Calculate total monthly take-home pay. Subtract line 6 from line 4.	\$ 4,000.00	\$ 1,700.00
8. List all other income regularly received:		
8a. Net income from rental property and from operating a business, profession, or farm Attach a statement for each property and business showing gross receipts, ordinary and necessary business expenses, and the total monthly net income.	\$ 0.00	\$ 0.00
8b. Interest and dividends	\$ 0.00	\$ 0.00
8c. Family support payments that you, a non-filing spouse, or a dependent regularly receive Include alimony, spousal support, child support, maintenance, divorce settlement, and property settlement.	\$ 0.00	\$ 0.00
8d. Unemployment compensation	\$ 0.00	\$ 0.00
8e. Social Security	\$ 0.00	\$ 0.00
8f. Other government assistance that you regularly receive Include cash assistance and the value (if known) of any non-cash assistance that you receive, such as food stamps (benefits under the Supplemental Nutrition Assistance Program) or housing subsidies. Specify:	\$ 0.00	\$ 0.00
8g. Pension or retirement income	\$ 0.00	\$ 0.00
8h. Other monthly income. Specify: <u>Management of Rabenu Enterprises, LLC</u> <u>Babysitting services</u> <u>Cosmetics sales</u>	\$ 2,500.00 + \$ 0.00 \$ 0.00	\$ 0.00 + \$ 800.00 \$ 1,400.00
9. Add all other income. Add lines 8a+8b+8c+8d+8e+8f+8g+8h.	\$ 2,500.00	\$ 2,200.00
10. Calculate monthly income. Add line 7 + line 9. Add the entries in line 10 for Debtor 1 and Debtor 2 or non-filing spouse.	\$ 6,500.00 +	\$ 3,900.00 = \$ 10,400.00
11. State all other regular contributions to the expenses that you list in Schedule J. Include contributions from an unmarried partner, members of your household, your dependents, your roommates, and other friends or relatives. Do not include any amounts already included in lines 2-10 or amounts that are not available to pay expenses listed in Schedule J. Specify:		11. +\$ 0.00
12. Add the amount in the last column of line 10 to the amount in line 11. The result is the combined monthly income. Write that amount on the Summary of Schedules and Statistical Summary of Certain Liabilities and Related Data, if it applies		12. \$ 10,400.00 Combined monthly income
13. Do you expect an increase or decrease within the year after you file this form? <input checked="" type="checkbox"/> No. <input type="checkbox"/> Yes. Explain:		

Fill in this information to identify your case:

Debtor 1 Benjamin Saeedian
Debtor 2 _____
(Spouse, if filing)
United States Bankruptcy Court for the: CENTRAL DISTRICT OF CALIFORNIA
Case number 2:18-bk-17217-NB
(If known)

Check if this is:

- ☐ An amended filing
☐ A supplement showing postpetition chapter 13 expenses as of the following date:

MM / DD / YYYY

Official Form 106J

Schedule J: Your Expenses

12/15

Be as complete and accurate as possible. If two married people are filing together, both are equally responsible for supplying correct information. If more space is needed, attach another sheet to this form. On the top of any additional pages, write your name and case number (if known). Answer every question.

Part 1: Describe Your Household

1. Is this a joint case?

☒ No. Go to line 2.

☐ Yes. Does Debtor 2 live in a separate household?

☐ No

☐ Yes. Debtor 2 must file Official Form 106J-2, *Expenses for Separate Household of Debtor 2*.

2. Do you have dependents? ☐ No

Do not list Debtor 1 and Debtor 2.

☒ Yes. Fill out this information for each dependent.....

Do not state the dependents names.

Dependent's relationship to Debtor 1 or Debtor 2

Dependent's age

Does dependent live with you?

Daughter

10

☐ No

☒ Yes

Daughter

11

☐ No

☒ Yes

Daughter

14

☐ No

☒ Yes

☐ No

☐ Yes

3. Do your expenses include expenses of people other than yourself and your dependents? ☒ No
☐ Yes

Part 2: Estimate Your Ongoing Monthly Expenses

Estimate your expenses as of your bankruptcy filing date unless you are using this form as a supplement in a Chapter 13 case to report expenses as of a date after the bankruptcy is filed. If this is a supplemental *Schedule J*, check the box at the top of the form and fill in the applicable date.

Include expenses paid for with non-cash government assistance if you know the value of such assistance and have included it on *Schedule I: Your Income* (Official Form 106I.)

Your expenses

4. The rental or home ownership expenses for your residence. Include first mortgage payments and any rent for the ground or lot.

4. \$ 5,700.00

If not included in line 4:

4a. Real estate taxes

4a. \$ 0.00

4b. Property, homeowner's, or renter's insurance

4b. \$ 0.00

4c. Home maintenance, repair, and upkeep expenses

4c. \$ 0.00

4d. Homeowner's association or condominium dues

4d. \$ 0.00

5. Additional mortgage payments for your residence, such as home equity loans

5. \$ 0.00

Debtor 1 Benjamin Saeedian

Case number (if known) 2:18-bk-17217-NB

6. Utilities:	6a. \$	70.00
6a. Electricity, heat, natural gas	6b. \$	180.00
6b. Water, sewer, garbage collection	6c. \$	110.00
6c. Telephone, cell phone, Internet, satellite, and cable services	6d. \$	0.00
6d. Other. Specify: _____	7. \$	620.00
7. Food and housekeeping supplies	8. \$	0.00
8. Childcare and children's education costs	9. \$	0.00
9. Clothing, laundry, and dry cleaning	10. \$	0.00
10. Personal care products and services	11. \$	0.00
11. Medical and dental expenses	12. \$	0.00
12. Transportation. Include gas, maintenance, bus or train fare. Do not include car payments.	13. \$	80.00
13. Entertainment, clubs, recreation, newspapers, magazines, and books	14. \$	0.00
14. Charitable contributions and religious donations		
15. Insurance. Do not include insurance deducted from your pay or included in lines 4 or 20.	15a. \$	0.00
15a. Life insurance	15b. \$	628.00
15b. Health insurance	15c. \$	110.00
15c. Vehicle insurance	15d. \$	0.00
15d. Other insurance. Specify: _____		
16. Taxes. Do not include taxes deducted from your pay or included in lines 4 or 20. Specify: <u>Income taxes</u>	16. \$	607.00
17. Installment or lease payments:	17a. \$	0.00
17a. Car payments for Vehicle 1	17b. \$	0.00
17b. Car payments for Vehicle 2	17c. \$	0.00
17c. Other. Specify: _____	17d. \$	0.00
17d. Other. Specify: _____		
18. Your payments of alimony, maintenance, and support that you did not report as deducted from your pay on line 5, <i>Schedule I, Your Income</i> (Official Form 106I).	18. \$	0.00
19. Other payments you make to support others who do not live with you. Specify: _____	\$	0.00
20. Other real property expenses not included in lines 4 or 5 of this form or on <i>Schedule I: Your Income</i> .		
20a. Mortgages on other property	20a. \$	0.00
20b. Real estate taxes	20b. \$	0.00
20c. Property, homeowner's, or renter's insurance	20c. \$	0.00
20d. Maintenance, repair, and upkeep expenses	20d. \$	0.00
20e. Homeowner's association or condominium dues	20e. \$	0.00
21. Other: Specify: <u>Income taxes</u>	21. +\$	607.00
22. Calculate your monthly expenses		
22a. Add lines 4 through 21.	\$	8,712.00
22b. Copy line 22 (monthly expenses for Debtor 2), if any, from Official Form 106J-2	\$	
22c. Add line 22a and 22b. The result is your monthly expenses.	\$	8,712.00
23. Calculate your monthly net income.		
23a. Copy line 12 (your combined monthly income) from Schedule I.	23a. \$	10,400.00
23b. Copy your monthly expenses from line 22c above.	23b. -\$	8,712.00
23c. Subtract your monthly expenses from your monthly income. The result is your <i>monthly net income</i> .	23c. \$	1,688.00

24. Do you expect an increase or decrease in your expenses within the year after you file this form?
For example, do you expect to finish paying for your car loan within the year or do you expect your mortgage payment to increase or decrease because of a modification to the terms of your mortgage?

☒ No.

☐ Yes.

Explain here: _____

EXHIBIT H

1 RAYMOND H. AVER - SBN 109577
2 LAW OFFICES OF RAYMOND H. AVER
3 A Professional Corporation
4 10801 National Boulevard, Suite 100
5 Los Angeles, California 90064
6 Telephone: (310) 571-3511
7 email: ray@averlaw.com

8 [Proposed] General Insolvency Counsel for
9 RABENU ENTERPRISES, LLC
10 Debtor and Debtor In Possession

FILED & ENTERED

MAY 22 2018

CLERK U.S. BANKRUPTCY COURT
Central District of California
BY evangeli DEPUTY CLERK

11 UNITED STATES BANKRUPTCY COURT

12 CENTRAL DISTRICT OF CALIFORNIA [LOS ANGELES DIVISION]

13 In re:

14 RABENU ENTERPRISES, LLC,

15 Debtor.

) Case No. 2:18-bk-14511-ER

) Chapter 11

) ORDER GRANTING "MOTION FOR ORDER
) AUTHORIZING REFINANCING OF
) SECURED DEBT AND RELATED RELIEF"

) Date: May 22, 2018

) Time: 11:00 a.m.

) Place: Courtroom 1568

) United States Bankruptcy Court
) 255 East Temple Street
) Los Angeles, California 90012

1 The hearing of the "Motion For Order Authorizing
2 Refinancing Of Secured Debt And Related Relief" ("Refinancing
3 Motion") came on before the Honorable Ernest M. Robles, United
4 States Bankruptcy Judge, in courtroom 1568 of the United States
5 Bankruptcy Court for the Central District of California [Los
6 Angeles Division], on May 22, 2018, in accordance with the
7 "Order Granting Application And Setting Hearing On Shortened
8 Notice," issued by the Court on May 11, 2018 [Docket #25].

9 Appearing on behalf of Rabenu Enterprises, LLC, chapter 11
10 debtor and debtor in possession ("Debtor" or "Rabenu"), was its
11 [proposed] general insolvency counsel, Law Offices of Raymond H.
12 Aver, A Professional Corporation, by Raymond H. Aver, Esquire.
13 Other appearances, if any, are as reflected in the Court's
14 record of the hearing, and Benjamin Saeedian, Debtor's co-
15 manager, was present in Court.

16 The Court having reviewed and considered the following
17 papers:

- 18 (a) "Motion For Order Authorizing Refinancing Of Secured
19 Debt And Related Relief" ("Refinancing Motion")
20 [Docket #20], filed on behalf of Debtor on May 10,
21 2018;
- 22 (b) "Statement Regarding Cash Collateral Or Debtor In
23 Possession Financing [Docket #21], filed on behalf of
24 Debtor on May 10, 2018;
- 25 (c) "Application for Order Setting Hearing On Shortened
26 Notice" [Docket #22], filed on behalf of Debtor on May
27 10, 2018;
- 28

- (d) "Notice Of Hearing Of 'Motion For Order Authorizing Refinancing Of Secured Debt And Related Relief'" [Docket #27], filed on behalf of Debtor on May 11, 2018;
- (e) "Declaration Of David Israel Re Notice And Service" [Docket #34], filed on behalf of Debtor on May 17, 2018;
- (f) "Declaration Of Kateryna Bilenka Re Notice And Service" [Docket #35], filed on behalf of Debtor on May 17, 2018;
- (g) "Conditional Opposition To Debtor's Motion For Order Authorizing Refinancing Or Secured Debt And Related Relief" [Docket #36], filed on behalf of IMC, on May 17, 2018;
- (h) "Limited Opposition To Motion For Order Authorizing Refinancing Of Secured Debt And Related Relief" [Docket #39], filed on behalf of Bank of India on May 17, 2018; and
- (i) "Supplemental Declaration Of Benjamin Saeedian In Support Of 'Motion For Order Authorizing Refinancing Of Secured Debt And Related Relief,'" filed on behalf of Debtor on May 22, 2018,

and having issued a tentative ruling on May 21, 2018, and having heard and considered the arguments and representations of counsel made at the hearing, and having determined that: (a) adequate notice and an opportunity to object having been given within the meaning of 11 U.S.C. section 102(1) and the borrowing authorized by this order is necessary to avoid immediate and irreparable harm to the estate; (b) the refinancing loan to be

1 secured by the commercial real property of the estate located at
2 751-757 Towne Avenue, Los Angeles, California 90021 ("Towne
3 Avenue Property") satisfies the requirements of 11 U.S.C.
4 section 364(d)(1) because (i) the Debtor is unable to obtain
5 such credit otherwise, and (ii) there is adequate protection of
6 the interest of the holders of the liens against the Towne
7 Avenue Property against which the senior lien is to be granted;
8 and (c) The Evergreen Advantage, LLC ("Evergreen Advantage") is
9 extending credit in good faith and is therefore entitled to the
10 protections afforded by 11 U.S.C. section 364(e), and good cause
11 appearing therefor,

12 **IT IS HEREBY ORDERED** that the Refinancing Motion is
13 granted;

14 **IT IS FURTHER ORDERED** that Debtor is authorized to obtain a
15 new loan, from Evergreen Advantage in the amount of \$3.6 million
16 to enable Debtor to refinance the secured debts against the
17 Towne Avenue Property and retain the Towne Avenue Property,
18 payable over a 9-month period at an 11% interest rate;

19 **IT IS FURTHER ORDERED** that Debtor is authorized to execute
20 a promissory note and a deed of trust against the Towne Avenue
21 Property in favor of Evergreen Advantage; and

22 **IT IS FURTHER ORDERED** that Evergreen Advantage is extending
23 credit in good faith and is therefore entitled to the
24 protections under 11 U.S.C. section 364(e).

25 **IT IS FURTHER ORDERED** that Debtor is authorized to
26 distribute the proceeds of the Evergreen Advantage loan to the
27 secured creditors and to pay the fees and costs, all as
28 referenced in the Refinancing Motion;

1 **IT IS FURTHER ORDERED** that with regard to SBIC:

2 a. the refinance proceeds shall be in an amount
3 sufficient to pay SBIC in full, including all accrued
4 interest, and reasonable fees and costs (including
5 attorney's fees and costs incurred in this chapter 11
6 case);

7 b. escrow shall close by no later than June 1, 2018;

8 c. SBIC shall be paid by wire transfer in
9 immediately available funds directly from the
10 refinance proceeds; and

11 d. this Order is without prejudice to SBIC's motion
12 for relief from the automatic stay, and motion to
13 dismiss.

14 **IT IS FURTHER ORDERED** that with regard to IMC:

15 a. the "Subordination Payment Agreement Loan #1344,"
16 attached as Exhibit A to the Declaration Of Brian
17 Boren in support of the "Conditional Opposition To
18 Debtor's Motion For Order Authorizing Refinancing Or
19 Secured Debt And Related Relief" [Docket #36], filed
20 on behalf of IMC, is approved in its entirety;

21 b. the remaining balance due IMC, upon receipt of
22 \$100,000.00 from the refinance proceeds, shall be
23 payable in accordance with the terms of the Note in
24 the principal amount of \$225,000.00, dated February
25 19, 2016; and

26 c. the third priority deed of trust against the
27 Towne Avenue Property shall be subordinated only to
28

1 the new first priority deed of trust in favor of
2 Evergreen Advantage.

3 **IT IS FURTHER ORDERED** that this Order is effective
4 immediately upon entry, notwithstanding Rule 6004(h) of the
5 Federal Rules of Bankruptcy Procedure.

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25 Date: May 22, 2018



Ernest M. Robles
United States Bankruptcy Judge

EXHIBIT I



CALIFORNIA
ASSOCIATION
OF REALTORS®

COMMERCIAL AND RESIDENTIAL INCOME
LISTING AGREEMENT
(C.A.R. Form CLA, Revised 6/17)

Date Prepared: 6/11/18

1. EXCLUSIVE AUTHORIZATION:

hereby employs and grants
beginning (date) 6/11/18 and ending at 11:59 P.M. on (date) 11/30/18 ("Owner")
the exclusive and irrevocable right to: X SELL, LEASE, EXCHANGE, OPTION, or OTHER ("Broker")
the real property in the City of Los Angeles, County of Los Angeles
California, Assessor's Parcel No.: 5146027020, described as: 771-787 Towne Ave
Los Angeles, CA 90021 ("Property").

2. ITEMS EXCLUDED AND INCLUDED: Unless otherwise specified in an agreement between Owner and transferee, all fixtures and fittings that are attached to the Property are included, and personal property items are excluded from the price.
ADDITIONAL ITEMS EXCLUDED:
ADDITIONAL ITEMS INCLUDED:

Owner intends that the above items be excluded or included in listing the Property, but understands that: (i) the Agreement between owner and transferee supersedes any intention expressed above and will ultimately determine which items are excluded and included in the transaction; and (ii) Broker is not responsible for and does not guarantee that the above exclusions and/or inclusions will be in the Agreement between Owner and transferee.

3. LISTING PRICE AND TERMS:

A. The listing price shall be Five Million Dollars

B. Additional Terms: Dollars (\$5,000,000)

4. COMPENSATION TO BROKER:

Notice: The amount or rate of real estate commissions is not fixed by law. They are set by each Broker individually and may be negotiable between Owner and Broker (real estate commissions include all compensation and fees to Broker).

A. Owner agrees to pay to Broker as compensation for services irrespective of agency relationship(s): 4.000 percent of the listing price (or if an agreement is entered into, of the contract price), \$ 200,000, OR in accordance with Broker's attached schedule of compensation, as follows:

(1) If during the Listing Period, or any extension, Broker, cooperating broker, Owner or any other person procures a ready, willing, and able Transferee(s) whose offer on the Property on any price and terms is accepted by Owner, provided the Transferee completes the transaction after the expiration of the Listing Period, or any extension.)

(2) If within calendar days after the end of the Listing Period or any extension, Owner enters into a contract to sell, lease, exchange, option, convey or otherwise transfer the Property to anyone ("Prospective Transferee") or that person's related entity: (i) who physically entered and was shown the Property during the Listing Period, or any extension by Broker or a cooperating broker; or (ii) for whom Broker or any cooperating broker submitted to Owner a signed, written offer to acquire, lease, exchange or obtain an option on the Property. Owner, however, shall have no obligation to Broker under this paragraph 4A(2) unless, not later than the end of the Listing Period or any extension or cancellation, Broker has given Owner a written notice of the names of such Prospective Transferees.

(3) If, without Broker's prior written consent, the Property is withdrawn from sale, lease, exchange, option or other, as specified in paragraph 1, or is sold, conveyed, leased, rented, exchanged, optioned or otherwise transferred, or made unmarketable by a voluntary act of Owner during the Listing Period, or any extension thereof.

B. If completion of the transaction is prevented by a party to the transaction other than Owner, then compensation due under paragraph 4A shall be payable only if and when Owner collects damages by suit, arbitration, settlement, or otherwise, and then in an amount equal to the lesser of one-half of the damages recovered or the above compensation, after first deducting title and escrow expenses and the expenses of collection, if any.

C. In addition, Owner agrees to pay Broker:

D. (1) Broker is authorized to cooperate and compensate brokers participating through the multiple listing service(s) ("MLS"): (i) by offering MLS brokers either percent of the purchase price, or \$ OR (ii) (if checked) as per Broker's policy.

(2) Broker is authorized to cooperate and compensate brokers operating outside the MLS as per Broker's policy.

E. Owner hereby irrevocably assigns to Broker the above compensation from Owner's funds and proceeds in escrow. Broker may submit this Listing Agreement, as instructions to compensate Broker pursuant to paragraph 4A, to any escrow regarding the Property involving Owner and a buyer, transferee or Prospective Transferee.

F. (1) Owner represents that Owner has not previously entered into a listing agreement with another broker regarding the Property, unless specified as follows:
(2) Owner warrants that Owner has no obligation to pay compensation to any other broker regarding the Property unless the Property is transferred to any of the following Prospective Transferees:
(3) If the Property is transferred to anyone listed above during the time Owner is obligated to compensate another broker: (i) Broker is not entitled to compensation under this Listing Agreement; and (ii) Broker is not obligated to represent Owner in such transaction.

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Owner's Initials JS

CLA REVISED 6/17 (PAGE 1 OF 4)

COMMERCIAL AND RESIDENTIAL INCOME LISTING AGREEMENT (CLA PAGE 1 OF 4)

Contract Real Estate Sales Inc., 249 S. Beverly Drive 1st Floor Beverly Hills, CA 90212
Vicky Sarraf

Produced with xPLoG by xPLoGix 18070 Pittman Lake Road, Fraser, Michigan 48028 www.xpl.org

Phone: (313) 661-8440

Fax: (313) 661-1055



Unaffiliated

Property Address: 777-757 Towne Ave, Los Angeles,

Date: _____

5. MULTIPLE LISTING SERVICE:

- A. Broker is a participant/subscriber to _____ Multiple Listing Service (MLS) and possibly others. Unless otherwise instructed in writing the Property will be listed with the MLS(s) specified above. That MLS is (or if checked is not) the primary MLS for the geographic area of the Property. All terms of the transaction, including sales price and financing, if applicable, (i) will be provided to the MLS in which the property is listed for publication, dissemination and use by persons and entities on terms approved by the MLS and (ii) may be provided to the MLS even if the Property is not listed with the MLS.

BENEFITS OF USING THE MLS; IMPACT OF OPTING OUT OF THE MLS; PRESENTING ALL OFFERS

WHAT IS AN MLS? The MLS is a database of properties for sale that is available and disseminated to and accessible by all other real estate agents who are participants or subscribers to the MLS. Property information submitted to the MLS describes the price, terms and conditions under which the Seller's property is offered for sale (including but not limited to the listing broker's offer of compensation to other brokers). It is likely that a significant number of real estate practitioners in any given area are participants or subscribers to the MLS. The MLS may also be part of a reciprocal agreement to which other multiple listing services belong. Real estate agents belonging to other multiple listing services that have reciprocal agreements with the MLS also have access to the information submitted to the MLS. The MLS may further transmit the MLS database to Internet sites that post property listings online.

EXPOSURE TO BUYERS THROUGH MLS: Listing property with an MLS exposes a seller's property to all real estate agents and brokers (and their potential buyer clients) who are participants or subscribers to the MLS or a reciprocating MLS.

CLOSED/PRIVATE LISTING CLUBS OR GROUPS: Closed or private listing clubs or groups are not the same as the MLS. The MLS referred to above is accessible to all eligible real estate licensees and provides broad exposure for a listed property. Private or closed listing clubs or groups of licensees may have been formed outside the MLS. Private or closed listing clubs or groups are accessible to a more limited number of licensees and generally offer less exposure for listed property. Whether listing property through a closed, private network - and excluding it from the MLS - is advantageous or disadvantageous to a seller, and why, should be discussed with the agent taking the Seller's listing.

NOT LISTING PROPERTY IN A LOCAL MLS: If the Property is listed in an MLS which does not cover the geographic area where the Property is located then real estate agents and brokers working that territory, and Buyers they represent looking for property in the neighborhood, may not be aware the Property is for sale.

OPTING OUT OF MLS: If Seller elects to exclude the Property from the MLS, Seller understands and acknowledges that: (a) real estate agents and brokers from other real estate offices, and their buyer clients, who have access to that MLS may not be aware that Seller's Property is offered for sale; (b) information about Seller's Property will not be transmitted to various real estate Internet sites that are used by the public to search for property listings; (c) real estate agents, brokers and members of the public may be unaware of the terms and conditions under which Seller is marketing the Property.

REDUCTION IN EXPOSURE: Any reduction in exposure of the Property may lower the number of offers and negatively impact the sales price.

PRESENTING ALL OFFERS: Seller understands that Broker must present all offers received for Seller's Property unless Seller gives Broker written instructions to the contrary.

Owner's Initials _____ / _____ Broker's/Agent's Initials _____ / _____

- B. MLS rules generally provide that residential real property and vacant lot listings be submitted to the MLS within 2 days or some other period of time after all necessary signatures have been obtained on the listing agreement. Broker will not have to submit this listing to the MLS if, within that time, Broker submits to the MLS a form signed by Seller (C.A.R. Form SELM or the local equivalent form).

- C. MLS rules allow MLS data to be made available by the MLS to additional Internet sites unless Broker gives the MLS instructions to the contrary. Seller acknowledges that for any of the below opt-out instructions to be effective, Seller must make them on a separate instruction to Broker signed by Seller (C.A.R. Form SELI or the local equivalent form). Specific information that can be excluded from the Internet as permitted by (or in accordance with) the MLS is as follows:

(1) **Property Availability:** Seller can instruct Broker to have the MLS not display the Property on the Internet.

(2) **Property Address:** Seller can instruct Broker to have the MLS not display the Property address on the Internet.

Seller understands that the above opt-outs would mean consumers searching for listings on the Internet may not see the Property or Property's address in response to their search.

(3) **Feature Opt-Outs:** Seller can instruct Broker to advise the MLS that Seller does not want visitors to MLS Participant or Subscriber Websites or Electronic Displays that display the Property listing to have the features below. Seller understands (i) that these opt-outs apply only to Websites or Electronic Displays of MLS Participants and Subscribers who are real estate broker and agent members of the MLS; (ii) that other Internet sites may or may not have the features set forth herein; and (iii) that neither Broker nor the MLS may have the ability to control or block such features on other Internet sites.

(a) **Comment And Reviews:** The ability to write comments or reviews about the Property on those sites; or the ability to link to another site containing such comments or reviews if the link is in immediate conjunction with the Property.

(b) **Automated Estimate Of Value:** The ability to link to another site containing such automated estimate of value if the link is in immediate conjunction with the Property.

Owner's Initials JS _____

CLA REVISED 6/17 (PAGE 2 OF 4)

COMMERCIAL AND RESIDENTIAL INCOME LISTING AGREEMENT (CLA PAGE 2 OF 4)

Produced with zipForm® by zipLogic 18070 Fireen Mile Road, Fraser, Michigan 48026 www.ziplogic.com

Unfilled



Property Address: 771-757 Towne Ave, Los Angeles,

Date: _____

6. **OWNER REPRESENTATIONS:** Owner represents that, unless otherwise specified in writing, Owner is unaware of: (i) any Notice of Default recorded against the Property; (ii) any delinquent amounts due under any loan secured by, or other obligation affecting, the Property; (iii) any bankruptcy, insolvency or similar proceeding affecting the Property; (iv) any litigation, arbitration, administrative action, government investigation, or other pending or threatened action that affects or may affect the Property or Owner's ability to transfer it; and (v) any current, pending or proposed special assessments affecting the Property. Owner shall promptly notify Broker in writing if Owner becomes aware of any of these items during the Listing Period or any extension thereof.
7. **BROKER'S AND OWNER'S DUTIES:** Broker agrees to exercise reasonable effort and due diligence to achieve the purposes of this Listing Agreement. Unless Owner gives Broker written instructions to the contrary, Broker is authorized to order reports and disclosures as appropriate or necessary, and advertise and market the Property in any method and medium, including the Internet, selected by Broker, and, to the extent permitted by these media, including MLS, control the dissemination of the information submitted to any medium. Owner agrees to consider offers presented by Broker, and to act in good faith toward accomplishing the transfer of the Property by, among other things, making the Property available for showing at reasonable times and referring to Broker all inquiries of any party interested in the Property. Owner agrees to provide Broker and transferee(s) all written disclosures, as required by law. Owner further agrees to immediately disclose in writing any condition known to Owner that affects the Property, including, but not limited to, any past or current generation, storage, release, threatened release, disposal, and presence and location of asbestos, PCB transformers, petroleum products, flammable explosives, underground storage tanks and other hazardous, toxic or contaminated substances or conditions in, on, or about the Property. Owner shall maintain public liability and property damage insurance on the Property during the Listing Period or any extension. Owner waives all subrogation rights under any insurance against Broker, cooperating brokers or employees. Owner is responsible for determining at what price to list and transfer the Property. Owner further agrees to indemnify, defend and hold Broker harmless from all claims, disputes, litigation, judgments and attorney's fees arising from any incorrect information supplied by Owner, or from any material facts that Owner knows but fails to disclose including dangerous or hidden conditions on the Property. (If checked) The attached property disclosure is part of this Listing Agreement and may be provided to Prospective Transferees.
8. **DEPOSIT:** Broker is authorized to accept and hold on Owner's behalf any deposits to be applied toward the contract price.
9. **AGENCY RELATIONSHIPS:**
- A. **Disclosure:** Owner acknowledges receipt of (C.A.R. Form AD) "Disclosure Regarding Real Estate Agency Relationship" form which is required to be provided to Owner prior to entering into this Listing Agreement.
 - B. **Owner Representation:** Broker shall represent Owner in any resulting transaction, except as specified in paragraph 4F.
 - C. **Possible Dual Agency With Buyer:** Depending upon the circumstances, it may be necessary or appropriate for Broker to act as an agent for both Owner and buyer, exchange party, or one or more additional parties ("Buyer"). Broker shall, as soon as practicable, disclose to Owner any election to act as a dual agent representing both Owner and Buyer, if a Buyer is procured directly by Broker or an associate licensee in Broker's firm. Owner hereby consents to Broker acting as a dual agent for Owner and such Buyer. In the event of an exchange, Owner hereby consents to Broker collecting compensation from additional parties for services rendered, provided there is disclosure to all parties of such agency and compensation. Owner understands and agrees that: (i) Broker, without the prior written consent of Owner, will not disclose to Buyer that Owner is willing to transfer the Property at a price less than the listing price; (ii) Broker, without the prior written consent of Buyer, will not disclose to Owner that Buyer is willing to pay a price greater than the offered price; and (iii) except for (i) and (ii) above, a dual agent is obligated to disclose known facts materially affecting the value or desirability of the Property to both parties.
 - D. **Other Owners:** Owner understands that Broker may have or obtain listings on other properties, and that potential buyers may consider, make offers on, or acquire through Broker, property the same as or similar to Owner's Property. Owner consents to Broker's representation of owners and buyers of other properties before, during, and after the end of this Listing Agreement.
 - E. **Confirmation:** Broker shall confirm the agency relationship described above, or as modified, in writing, prior to or concurrent with Owner's execution of an agreement to sell.
10. **SECURITY AND INSURANCE:** Broker is not responsible for loss of or damage to personal or real property or person, whether attributable to use of a keysafe/lockbox, a showing of the Property, or otherwise. Third parties, including but not limited to, appraisers, inspectors, brokers and prospective buyers, may have access to, and take videos and photographs of the interior of the Property. Owner agrees: (i) to take reasonable precautions to safeguard and protect valuables that might be accessible during showings of the Property; and (ii) to obtain insurance to protect against these risks. Broker does not maintain insurance to protect Owner.
11. **KEYSAFE/LOCKBOX:** A keysafe/lockbox is designed to hold a key to the Property to permit access to the Property by Broker, cooperating brokers, MLS participants, their authorized licensees and representatives, authorized inspectors and accompanying prospective buyers. Broker, cooperating brokers, MLS and Associations/Boards of REALTORS® are not insurers against injury, theft, loss, vandalism, or damage attributed to the use of a keysafe/lockbox. Owner does (or if checked does not) authorize Broker to install a keysafe/lockbox. If Owner does not occupy the Property, Owner shall be responsible for obtaining occupant(s)' written permission for use of a keysafe/lockbox.
12. **SIGN:** Owner authorizes Broker to install a FOR SALE/SOLD/LEASE sign on the Property unless otherwise indicated in writing.
13. **EQUAL HOUSING OPPORTUNITY:** The Property is offered in compliance with federal, state, and local anti-discrimination laws.
14. **ATTORNEY'S FEES:** In any action, proceeding, or arbitration between Owner and Broker regarding the obligation to pay compensation under this Listing Agreement, the prevailing Owner or Broker shall be entitled to reasonable attorney's fees and costs, except as provided in paragraph 18A.
15. **ADDITIONAL TERMS:** REOL SSIA

Owner's Initials JS

CLA REVISED 6/17 (PAGE 3 OF 4)

COMMERCIAL AND RESIDENTIAL INCOME LISTING AGREEMENT (CLA PAGE 3 OF 4)

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Unfiled



Property Address: 771-767 Towne Ave, Los Angeles,

Date: _____

16. **MANAGEMENT APPROVAL:** If an associate-licensee in Broker's office (salesperson or broker-associate) enters into this Listing Agreement on Broker's behalf, and Broker or Manager does not approve of its terms, Broker or Manager has the right to cancel this Listing Agreement, in writing, within 5 days after its execution.
17. **SUCCESSORS AND ASSIGNS:** This Listing Agreement shall be binding upon Owner and Owner's successors and assigns.
18. **DISPUTE RESOLUTION:**
- A. **MEDIATION:** Owner and Broker agree to mediate any dispute or claim arising between them regarding the obligation to pay compensation under this Agreement, before resorting to arbitration or court action. Mediation fees, if any, shall be divided equally among the parties involved. If, for any dispute or claim to which this paragraph applies, any party (i) commences an action without first attempting to resolve the matter through mediation, or (ii) before commencement of an action, refuses to mediate after a request has been made, then that party shall not be entitled to recover attorney fees, even if they would otherwise be available to that party in any such action. Exclusions from this mediation agreement are specified in paragraph 18B.
 - B. **ADDITIONAL MEDIATION TERMS:** The following matters shall be excluded from mediation: (i) a judicial or non-judicial foreclosure or other action or proceeding to enforce a deed of trust, mortgage or installment land sale contract as defined in Civil Code §2985; (ii) an unlawful detainer action; (iii) the filing or enforcement of a mechanic's lien; and (iv) any matter that is within the jurisdiction of a probate, small claims or bankruptcy court. The filing of a court action to enable the recording of a notice of pending action, for order of attachment, receivership, injunction, or other provisional remedies, shall not constitute a waiver or violation of the mediation provisions.
 - C. **ADVISORY:** If Owner and Broker desire to resolve disputes arising between them through arbitration rather than court, they can document their agreement by attaching and signing an Arbitration Agreement (C.A.R. Form ARB)
19. **ENTIRE CONTRACT:** All prior discussions, negotiations, and agreements between the parties concerning the subject matter of this Listing Agreement are superseded by this Listing Agreement, which constitutes the entire contract and a complete and exclusive expression of their agreement, and may not be contradicted by evidence of any prior agreement or contemporaneous oral agreement. If any provision of this Agreement is held to be ineffective or invalid, the remaining provisions will nevertheless be given full force and effect. This Listing Agreement and any supplement, addendum, or modification, including any photocopy or facsimile, may be executed in counterparts.
20. **OWNERSHIP, TITLE AND AUTHORITY:** Owner warrants that: (i) Owner is the owner of the Property; (ii) no other persons or entities have title to the Property, and (iii) Owner has the authority to both execute this Listing Agreement and transfer the Property.
- Exceptions to ownership, title and authority are as follows: _____

By signing below, Owner acknowledges that Owner has read, understands, received a copy of and agrees to the terms of this Listing Agreement and any attached schedule of compensation.

Date _____ at _____
Owner Rabonu Enterprises LLC

By _____ Title _____
Address _____ City _____ State _____ Zip _____
Telephone _____ Fax _____ E-mail _____

Date _____ at _____

Owner _____

By _____ Title _____

Address _____ City _____ State _____ Zip _____

Telephone _____ Fax _____ E-mail _____

Date _____ at _____

Owner _____

By _____ Title _____

Address _____ City _____ State _____ Zip _____

Telephone _____ Fax _____ E-mail _____

Date _____ at _____

Owner _____

By _____ Title _____

Address _____ City _____ State _____ Zip _____

Telephone _____ Fax _____ E-mail _____

Real Estate Broker (Firm) Shatar Capital Inc. CalBRE Lic. # 02021122

By (Agent) Daniel Namvar CalBRE Lic. # _____ Date _____

Address 12121 Wilshire Blvd Suite #555 City Los Angeles State CA Zip 90025

Telephone 310-207-1000 Fax 310-873-9573 E-mail daniel@shatar.com

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THIS FORM HAS BEEN APPROVED BY THE CALIFORNIA ASSOCIATION OF REALTORS®. NO REPRESENTATION IS MADE AS TO THE LEGAL VALIDITY OR ACCURACY OF ANY PROVISION IN ANY SPECIFIC TRANSACTION. A REAL ESTATE BROKER IS THE PERSON QUALIFIED TO ADVISE ON REAL ESTATE TRANSACTIONS. IF YOU DESIRE LEGAL OR TAX ADVICE, CONSULT AN APPROPRIATE PROFESSIONAL.

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REAL ESTATE BUSINESS SERVICES, INC.
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525 South Virgil Avenue, Los Angeles, California 90020

CLA REVISED 6/17 (PAGE 4 OF 4)

COMMERCIAL AND RESIDENTIAL INCOME LISTING AGREEMENT (CLA PAGE 4 OF 4)

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Reviewed by JS Date _____



EXHIBIT J



SELLER'S LISTING AGREEMENT

Exclusive Right to Sell, Exchange or Option

Prepared by: Agent Michael Baradaran
Broker of LINK INVESTMENT

Phone (213) 216-5354
Email _____

NOTE: This form is used by a seller's agent when entering into the employment of an owner of a property as their sole agent for a fixed period of time, to list the property for sale, locate a buyer and sell the property.

DATE: 7/1/, 2018, at Los Angeles, California.
Items left blank or unchecked are not applicable.

1. RETAINER PERIOD:

- 1.1 Seller hereby retains and grants to Broker the exclusive right to market, solicit and negotiate for the disposition of the property, through sale, exchange or option, for the listing period beginning on 7/1/, 2018 and terminating on 7/30, 2018.
- 1.2 Broker agrees to use diligence in the performance of this employment.

2. SELLER'S DEPOSIT:

- 2.1 Seller hands \$ _____ to Broker for deposit into Broker's trust account for application to Seller's obligations under the attached Listing Package Cost Sheet. [See RPI Form 107]

3. BROKERAGE FEE:

NOTICE: The amount or rate of real estate fees is not fixed by law. They are set by each Broker individually and may be negotiable between Client and Broker.

- 3.1 Seller agrees to pay Broker ☒ 1.5 % of the purchase price, or ☐ _____, IF:
- Anyone procures a buyer, exchanger or optionee on the terms stated in this agreement or on any other terms accepted by Seller during the period of the listing;
 - The property is withdrawn from sale, transferred or leased without Broker's consent, which will not be unreasonably withheld, or otherwise made unmarketable by Seller during the period of the listing;
 - Seller terminates this employment of Broker during the period of the listing; or
 - Within one year after termination of this agreement, Seller or their agent enter into negotiations, which later result in a transaction contemplated by this agreement, with a prospective buyer whom Broker or a cooperating broker negotiated with during the period of this listing. Broker to identify prospective buyers by written notice delivered personally or electronically, or mailed to Seller within 21 days after termination of this agreement. [See RPI Form 122]
- 3.2 If Seller acquires replacement property in a transaction in which Broker negotiates, Seller to further compensate Broker on acquisition of the replacement property based on the fee amount stated in §3.1.
- 3.3 If this agreement terminates without Seller becoming obligated to pay Broker a fee, Seller to pay Broker the sum of \$ _____ per hour of time accounted for by Broker, not to exceed \$ _____.

4. GENERAL PROVISIONS:

- 4.1 Seller acknowledges receipt of the Agency Law Disclosure. [See RPI Form 305]
- 4.2 Broker is authorized to place a For Sale sign on the property, inspect the property's condition, verify any operating income or expenses and publish and disseminate property information to meet the objectives of this employment.
- 4.3 Seller authorizes Broker to cooperate with other brokers and divide with them any compensation due.
- 4.4 Broker is authorized to accept, on behalf of any buyer, an offer and deposit.
- 4.5 Offers to purchase received by Broker may be submitted to Seller personally or electronically, or by USPS postage-prepaid mail.
- 4.6 Broker may have or will contract to list comparable properties or represent Buyers seeking comparable properties during the listing period. Thus, a conflict of interest exists to the extent Broker's time is required to fulfill the fiduciary duty owed to others he now does or will represent.
- 4.7 Before any party to this agreement files an action on a dispute arising out of this agreement which remains unresolved after 30 days of informal negotiations, the parties agree to enter into non-binding mediation administered by a neutral dispute resolution organization and undertake a good faith effort during mediation to settle the dispute.
- 4.8 The prevailing party in any action on a dispute shall be entitled to attorney fees and costs, unless they file an action without first offering to enter into mediation to resolve the dispute.
- 4.9 This listing agreement will be governed by California law.

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5. REAL ESTATE:

5.1 Type Commercial Warehouse Concrete Building
Referred to as 757-774 TOWNE AVE LA CA 96021
Vesting _____

5.2 Encumbrances of record:

- a. A first loan in the amount of \$ 3,600,000, payable \$ _____ per month until paid, including interest at _____%, ☐ ARM type _____, impounds being \$ _____ monthly.
Lender Bergreen
- b. A second loan in the amount of \$ 225,000, payable \$ _____ per month, including interest at _____%, due _____, 20_____.
Lender TMC
- c. Other encumbrance, bond, assessment or lien in the amount of \$ _____.
Description of debt _____

6. PERSONAL PROPERTY INCLUDED:

6.1 Referred to as _____

6.2 Encumbered for the amount of \$ _____, payable \$ _____ monthly, including interest at _____%, due _____, 20_____.
Lender _____

7. ADDENDA attached to this agreement regarding the listing package include:

- a. ☐ Federal Residency Declarations [See RPI Form 301]
b. ☐ Condition of Property Disclosure. [See RPI Form 304] Solar Shade Control Notices sent or received by Seller to be handed to Buyer on acceptance.
c. ☐ Ordinance Compliance [See RPI Form 307]
d. ☐ Natural Hazard Disclosure Statement [See RPI Form 314]
e. ☐ Lead-Based Paint Disclosure [See RPI Form 313]
f. ☐ Residential Earthquake Hazards Report [See RPI Form 315]
g. ☐ Annual Property Operating Data Sheet [See RPI Form 352, or RPI Forms 562 and 318 for a SFR]
h. ☐ MLS property profile
i. ☐ Listing Package Cost Sheet [See RPI Form 107] (See also §2.1)
j. ☐ Seller's Neighborhood Security Disclosure [See RPI Form 321]
k. ☐ Right to Enter and Exhibit Unit to Buyers [See RPI Form 116]
l. ☐ _____

7.1 Additional addenda not part of the listing package include:

- a. ☐ Seller's Net Sheet [See RPI Form 310]
b. ☐ Work Authorization [See RPI Form 108] (See also §§2.1 and 8.2)
c. ☐ _____

8. SALE TERMS:

8.1 Price sought is \$ 5,800,000, payable:

- a. ☒ In cash, or cash to a new loan obtained by Buyer;
b. ☐ Cash to the existing loan(s) and Buyer to assume the loan(s) with Lender(s);
c. ☐ Cash down payment of no less than \$ 300,000. Buyer to assume the existing loan(s) with Lender(s) in the amount of \$ _____, and execute a \$ _____ note and trust deed to Seller bearing _____% interest with monthly amortization over _____ years, all due _____, 20_____.

8.2 Seller agrees to pay for the following costs on a sale:
(See also §§2.1, 7j and 7.1b)

- a. ☒ Property inspection report
b. ☒ Natural hazard disclosure report
c. ☐ Pest control clearance
d. ☐ CLTA title insurance
e. ☐ FHAVA appraisal fee
f. ☐ Non-recurring loan costs of Buyer

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- g. ☐ Home warranty policy
- h. ☐ Smoke detector and water heater anchor installation
- i. ☐ Local ordinance sale or occupancy compliance
- j. ☐ Well water quality and quantity reports
- k. ☐ _____
- l. ☐ _____

9. EXCHANGE TERMS:

- 9.1 Seller will exchange the property for or reinvest the sales proceeds in the following property:
Type _____
Location _____
Assume or originate financing up to \$ _____.

10. OPTION TERMS:

- 10.1 For option money in the amount of \$ _____, Seller will grant an option to purchase on any of the sale terms stated above, for a period of _____ months.

11. OTHER TERMS:

- 11.1 Buyer shall not have possession of the property before All due diligences.
11.2 _____

The broker agrees to sell property off Market within 30 days
after agreement. Not listing, just emailing or other means of writing.

I agree to render services on the terms stated above.

Date: 7/1/18, 2018
Broker's Name: Michael Paradarigan
CalBRE #: _____
Agent's Name: Lyle Investment
CalBRE #: _____

Signature: _____
Address: _____
Phone: _____ Cell: (213) 216-5354
Email: _____

I agree to employ Broker on the terms stated above.

☐ See attached Signature Page Addendum. [RPI Form 251]

Date: 7/1/18, 2018
Seller's Name: Rabenu Enterprises

Signature: _____
Seller's Name: _____

Signature: _____
Address: _____
Phone: _____ Cell: (310) 562-5522
Email: _____

NOTE: When using this form to indicate service of a proposed order, **DO NOT** list any person or entity in Category I. Proposed orders do not generate an NEF because only orders that have been entered are placed on the CM/ECF docket

PROOF OF SERVICE OF DOCUMENT

I am over the age of 18 and not a party to this bankruptcy case or adversary proceeding. My business address is: 10801 National Boulevard, Suite 100, Los Angeles, California 90064.

The foregoing document described "**DECLARATION OF BENJAMIN SAEEDIAN IN SUPPORT OF 'EMERGENCY MOTION IN INDIVIDUAL CASE FOR ORDER IMPOSING A STAY OR CONTINUING THE AUTOMATIC STAY AS THE COURT DEEMS APPROPRIATE (WITH SUPPORTING DECLARATIONS)**" will be served or was served (a) on the judge in chambers in the form and manner required by LBR 5005-2(d); and (b) in the manner indicated below:

I. TO BE SERVED BY THE COURT VIA NOTICE OF ELECTRONIC FILING ("NEF") – Pursuant to controlling General Order(s) and Local Bankruptcy Rule(s) ("LBR"), the foregoing document will be served by the court via NEF and hyperlink to the document. On **July 17, 2018**, I checked the CM/ECF docket for this bankruptcy case or adversary proceeding and determined that the following person(s) are on the Electronic Mail Notice List to receive NEF transmission at the email address(es) indicated below:

- Raymond H. Aver ray@averlaw.com
- Dare Law dare.law@usdoj.gov
- Kelly M Raftery bknotice@mccarthyholthus.com, kraftery@ecf.courtdrive.com
- United States Trustee (LA) ustpreion16.la.ecf@usdoj.gov

Service information continued on attached page.

II. SERVED BY U.S. MAIL OR OVERNIGHT MAIL (indicate method for each person or entity served):

On **July 17, 2018**, I served the following person(s) and/or entity(ies) at the last known address(es) in this bankruptcy case or adversary proceeding by placing a true and correct copy thereof in a sealed envelope in the United States Mail, first class, postage prepaid, and/or with an overnight mail service addressed as follows. *Listing the judge here constitutes a declaration that mailing to the judge will be completed no later than 24 hours after the document is filed.*

☒ Service information continued on attached page

III. SERVED BY PERSONAL DELIVERY, FACSIMILE TRANSMISSION OR EMAIL (indicate method for each person or entity served): Pursuant to F.R.Civ.P. 5 and/or controlling LBR, on **July 17, 2018**, I served the following person(s) and/or entity(ies) by personal delivery, or (for those who consented in writing to such service method), by facsimile transmission and/or email as follows. *Listing the judge here constitutes a declaration that personal delivery on the judge will be completed no later than 24 hours after the document is filed.*

Honorable Neil W. Bason

Bin outside of Suite 1552

☒ Service information continued on attached page

I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct.

July 17, 2018
Date

Ani Minasyan
Name

Signature

SERVICE LIST

VIA U.S. MAIL

Franchise Tax Board
Bankruptcy Unit
P.O. Box 2952
Sacramento, CA 95812-2952

Internal Revenue Service
P.O. Box 7346
Philadelphia, PA 19101-7346

L.A. County Tax Collector
Bankruptcy Unit
P.O. Box 54110
Los Angeles, CA 90054-0110

Fariborz Beral
213 South Le Doux Road
Beverly Hills, CA 90211

Farzad Yeshova
2400 South San Pedro Street
Los Angeles, CA 90015

Grant & Weber
26610 West Agoura Road, Suite 209
Calabasas, CA 91302

Internal Revenue Service
Insolvency Group 1
300 North Los Angeles Street
M/S 5022
Los Angeles, CA 90012

Korosh Mousigi
1620 Los Angeles Avenue
Los Angeles, CA 90015

Securities & Exchange Commission
444 South Flower Street, Suite 900
Los Angeles, CA 90071-2934

Select Portfolio Servicing, Inc.
3217 South Decker Lake Drive
Salt Lake City, UT 84119

Select Portfolio Servicing, Inc.
P.O. Box 65250
Salt Lake City, UT 84165-0250

1 State of California
Franchise Tax Board: LA Field Office
2 300 South Spring Street, #5704
Los Angeles, California 90013.

3 Sharam Maryamian
4 316 South Clark Drive
Beverly Hills, CA 90211

5 Synergistic Financial, Inc.
6 c/o Jimie Kim, Esquire
14730 Beach Boulevard, Suite 106
7 La Mirada, CA 90638

8 Wells Fargo Card Services
Corporate Offices
9 420 Montgomery Street
San Francisco, CA 94104

10 Wells Fargo Card Services
11 Csci Dispute Team N8235-04m
Des Moines, IA 50306

12 Wells Fargo Bank, N.A.
13 Wells Fargo Card Services
P.O. Box 10438, MAC F8235-02F
14 Des Moines, IA 50306-0438

15 **VIA OVERNIGHT MAIL/EMAIL/FACSIMILE**

16 U.S. Bank, N.A.
17 c/o Kelly M. Raftery, Esquire
McCarthy & Holthus, LLP
18 1770 Fourth Avenue
San Diego, CA 92101
19 bknotice@mccarthyholthus.com
(619) 685-4811 facsimile

20 U.S. Bank, National Association
21 Corporate Offices
Attn.: Andrew Cecere, Chief Executive Officer
22 425 Walnut Street
Cincinnati, OH 45202

23 Select Portfolio Servicing, Inc.
24 Attn: Alan S. Wolf
Daniel K. Fujimoto, Esquire
25 The Wolf Firm
2955 Mail Street, 2nd Floor
26 Irvine, California 92614
wdk@wolffirm.com
27 (949) 608-0128 facsimile

1 Select Portfolio Servicing, Inc.
3217 South Decker Lake Drive
2 Salt Lake City, UT 84119
relationship.manager@spservicing.com
3 (801) 293-3936 facsimile

4 Select Portfolio Servicing, Inc.
c/o Corporation Service Company
5 dba CSC Lawyers Incorporating Service
Agent for Service of Process
6 251 Little Falls Drive
Wilmington, DE 19808
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